

**REQUEST FOR PROPOSALS**

**FC-7383, ARCHITECTURAL, ENGINEERING AND  
DESIGN SERVICES**



**CITY OF ATLANTA**

**JOANN J. MACRINA, PE**  
Commissioner  
Department of Watershed Management

**RICHARD MENDOZA, PE**  
Commissioner  
Department of Public Works

**AMY PHUONG**  
Interim Commissioner  
Department of Parks and Recreation

**JAMES E. SHELBY**  
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Enterprise Asset Management Officer  
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Chief Procurement Officer  
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## CITY OF ATLANTA

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Chief Procurement Officer  
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August 1, 2014

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement (the "DOP"), a proposal for **FC-7383, ARCHITECTURAL, ENGINEERING AND DESIGN SERVICES**. The City of Atlanta (the "City") is soliciting proposals from qualified firms to provide On Call Contract Architectural, Engineering and Design Services on a task order basis. The successful proponent will be responsible for providing all material, equipment, labor and ancillary items for the required Scope of Services.

A **Pre-Proposal Conference** will be held on **Wednesday, August 13, 2014, at 10:00 a.m. ET**, in the DOP's Conference Room at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Watershed Management; Department of Public Works; Department of Parks and Recreation; Department of Planning and Community Development; Office of Enterprise Asset Management; Office of Risk Management and the Office of Contract Compliance, available at the conference to discuss this project and to answer questions. Attendance at the Pre-Proposal Conference is strongly encouraged.

The last date to submit questions is **Friday, August 15, 2014, at 2:00 p.m. ET**. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposals ("RFP") will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Wednesday, September 3, 2014**.

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M. \*\***

Proponents' names will be publicly read at 2:01 p.m. on the respective due date at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303.

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**FC-7383, Architectural, Engineering and Design Services**  
**August 1, 2014**  
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This RFP is being made available by electronic means. If accepted by such means, then the proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number, email address, and project number to Ms. Cristi C. Walker, Contracting Officer at [ccwalker@atlantaga.gov](mailto:ccwalker@atlantaga.gov) to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The solicitation document may be obtained from the Department of Procurement, Plan Room, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, at a cost of **\$50.00** per package as of **August 1, 2014**, between the hours of 8:15 a.m. to 5:00 p.m. Payment for the documents represents production cost; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact **Ms. Cristi C. Walker, Contracting Officer**, at (404) 865-8996, or by email at [ccwalker@atlantaga.gov](mailto:ccwalker@atlantaga.gov). Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the Plan Holder's List should be directed to the Plan Room at (404) 330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

  
Adam L. Smith

ALS/ccw

# **FC-7383, ARCHITECTURAL, ENGINEERING AND DESIGN SERVICES**

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# FC-7383, ARCHITECTURAL, ENGINEERING AND DESIGN SERVICES

## **Part 1; Information and Instructions to Proponents**

1. **Services Being Procured:** This Request for Proposals (“**RFP**”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (“**City**”), on behalf of its Department of Watershed Management; Department of Public Works; Department of Parks and Recreation; Department of Planning and Community Development; and the Office of Enterprise Asset Management (collectively, the “**User Departments**”), seek to procure the following services (“**Services**”): Professional design, architectural and construction management services. A more detailed Scope of Services (“**SOS**”) sought in this procurement is set forth in Exhibit A of this RFP.<sup>1</sup>
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications; Authority to Transact Business in Georgia:** Each Proponent team member (Service Provider Key Personnel) shall have the minimum experience set forth in Part V of this RFP. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
5. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than **2:00 p.m., ET** (as verified by the Bureau of National Standards) on **Wednesday, September 3, 2014**. Any Proposal received after this time will not be considered and will be rejected and returned.
6. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Wednesday, August 13, 2014, at 10:00 a.m. ET** at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any additional questions raised by potential Proponents will be discussed. Verbal answers to questions during the Pre-Proposal Conference will not be authoritative. Each Proponent must be fully informed

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<sup>1</sup> All capitalized terms contained in the Services Agreement Documents are incorporated into this RFP.

regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirements of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

7. **Proposal Guarantee:** N/A.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Cristi C. Walker, Contracting Officer, Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail [ccwalker@atlantaga.gov](mailto:ccwalker@atlantaga.gov), on or before **Friday, August 15, 2014**. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/index.aspx?page=20> and its Department of Procurement's Plan Room which is open during posted business hours, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B-Insurance and Bonding Requirements included in this RFP.
11. **Applicable City Office of Contract Compliance ("OCC") Programs:** The OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 3**; Proponent Financial Disclosure attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2**; Certification of Bonding Ability. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a

Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

- 13. Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

**14. Examination of Proposal Documents:**

14.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

14.2 Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

14.3 City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.

14.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 5; Acknowledgment of Addenda attached to this RFP at Part 4.

- 15. Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

- 16. Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

- 17. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (**FORM 1**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume I of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where



the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**FORM 1**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (**FORM 1**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (**FORM 1**) can be found preceding this form in Part 4 of this document.

18. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.
19. **Joint Ventures: Proponents will be required to form a Joint Venture (“JV”), each party to the JV will be required to fully complete and submit the Required Submittal Forms in Part 4.**
20. **Conflict of Interest:** If Proponent is awarded a Services Agreement under this RFP, Proponent cannot be awarded the New Program Management Services contract that will be advertised third quarter in 2014.
21. **Participation:** Neither the successful Proponent nor any of the parties to the JV are eligible to perform construction services for which the Proponent has performed design services. Any sub-consultants or sub-contractors hired by the successful Proponent may perform other services as determined by the City. Sub-consultants/subcontractors are required to submit a written request to the applicable User Department or designee in order to receive a determination.
22. **Other Solicitations:**
  - A. The City reserves the right to issue RFPs for specific projects that are independent of architectural, engineering and design services. Except as stated in Paragraphs 20 and 21 of these Instructions, successful Proponents under this RFP are not precluded from responding to such solicitations.
  - B. The City reserves the right to issue RFPs for other on-demand professional services, including generically-defined projects or groups of projects. Successful Proponents under this RFP are precluded from responding to such solicitations.

## **Part 2; Contents of Proposals/Required Submittals**

### **A. MINIMUM QUALIFICATIONS**

1. Consultant must satisfactorily demonstrate the ability to meet the following minimum criteria to be considered as qualified. If qualifying as a JV, the JV, as a Contracting Entity, must meet the criteria collectively, except where otherwise specified in this RFP.
2. Each Proponent Key Personnel shall have a minimum of ten (10) years of experience in architectural and engineering design services, specifically on municipalities infrastructure projects: water and wastewater pipelines and treatment facilities; roadways; sidewalks; bridges; commercial building facilities; and parks; etc.
3. Consultant must have satisfactorily completed Georgia Department of Transportation (“GDOT”) Plan Development Process (“PDP”) through construction on four (4) transportation projects. The Consultant shall submit the GDOT “Notice of Professional Consultant Qualifications” for the prime consultant and all sub-consultants in the Proposal. The Notice must be current by the proposal deadline stated in this RFP. The prime consultant and/or sub-consultants must be on the GDOT prequalification list for the following area classes:

1.06 (a) NEPA Documentation

1.06 (b) History

1.06 (c) Air Studies

1.06 (d) Noise Studies

1.06 (e) Ecology

1.06 (f) Archaeology

1.06 (g) Freshwater Aquatic Survey

1.07 Attitude, Opinion & Community Value Studies

1.09 Location Studies

1.10 Traffic Studies

3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial, Industrial and Residential Urban Areas

3.06 Traffic Operations Studies

3.07 Traffic Operations Design

3.08 Landscape Architecture

3.09 Traffic Control Systems Analysis, Design & Implementation

3.10 Utility Coordination

3.12 Hydraulic & Hydrological Studies (Roadway)

3.13 Facilities for Bicycles & Pedestrians

3.15 Highway Lighting

4.01 Minor Bridges Design

5.01 Land Surveying

5.02 Engineering Surveying

5.04 Aerial Photography

5.05 Aerial Photogrammetry  
5.08 Subsurface Utility Engineering  
6.01 (a) Soil Surveys  
6.01 (b) Geological & Geophysical Studies  
6.02 Bridge Foundation Studies  
6.03 Hydraulic & Hydrological Studies (Soils & Foundations)  
8.01 Construction Supervision.  
9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program

6. Consultant must have land acquisition experience, including but not limited to Appraisal, Negotiation, Acquisition, Relocation and pre-condemnation activities working with requirements of the City and GDOT, along with the successful acquisition of property for four (4) civil engineering projects, in the past five (5) years.
7. Consultant must have provided construction management-assistance and staffing for a total of at least five (5) projects for construction of water mains, sanitary sewers, deep rock storage and conveyance tunnels, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$100 million in the past ten (10) years.
8. Consultant must be in possession and have maintenance of all licenses required by state, local and federal laws to perform the work described in this RFP. The Consultant shall not have had any contracts terminated due to poor performance.
9. **Confidentiality Agreement:** The successful proponent will be required to execute a Confidentiality Agreement with the City.

## **B. EVALUATION CRITERIA**

The statement of qualifications will be evaluated in accordance with the criteria listed under minimum qualifications. The City will determine which Consultants are responsive to the material terms and conditions of this RFP. The City will then determine who meets the minimum qualifications. Any response may be rejected if it is determined by the City to be non-responsive, provided, however, that the City reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the best interest of the public. Additionally, the City reserves the right to disqualify Consultants, before and after the Opening of Proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Consultant(s). Consultants who are disqualified and determined not to meet the standards and criteria established in this RFP shall be provided a written determination from the Chief Procurement Officer, after consultation with the using agency, setting forth the basis for such finding.

Oral interviews/presentations may be conducted with Consultants. The purpose of the interviews/presentations is to provide the City with an opportunity to seek clarification on the information received.

After the City determines which Consultants meet the minimum qualifications criteria, an Evaluation Committee, consisting of User Department representatives, will evaluate and rank those Consultants in accordance with the City's Code of Ordinances, the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. The following evaluation criteria will be utilized, each of which is identified in greater detail within Section C of this Part 2 (Contents of Proposals):

1. Executive Summary -- (5%)
2. Management Approach -- (10%)
3. Experience and Qualifications of Proponent Team -- (15%)
4. Experience and Qualifications of Key Staff -- (15%)
5. Experience and Performance on Other Projects -- (10%)
6. Cost Proposal -- (20%)
7. Office of Contract Compliance -- (15%)
8. Financial -- (10%)

## **C. CONTENTS OF PROPOSALS**

**General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:

- Informational Proposal; and
- Cost Proposal – Proposal Fee Schedule (Form provided by City at Part 5; Services Agreement; Exhibit A.1). Exhibit A will become part of the Services Agreement attached to this RFP following negotiations, if a Services Agreement is awarded pursuant to this procurement. The intent of Exhibit A.1 is to set forth the negotiated agreement between the successful Proponent, if any, and the City concerning the base employee classifications required to provide Services under the Services Agreement and the fully burdened hourly billing rates applicable to actual Services provided by such employees.

### **1. INFORMATIONAL PROPOSAL**

An Informational Proposal is comprised of 2 sources of information:

- A. **Volume I**, information drafted and provided by a Proponent; and
- B. **Volume II**, information provided by a Proponent **on forms provided by the City (or required to be created by a Proponent)** in this RFP.

The Informational Proposal must be tabbed as indicated to reflect the sections listed in the below Outline.

## 2. SUMMARY

### **Information Required to Be Included in Informational Proposal**

A. **Information Drafted and Provided By a Proponent.** This information should be included in a **Volume I** to a Proposal:

1. Executive Summary;
2. Management Approach;
3. Experience and Qualifications of Proponent Team;
4. Experience and Qualifications of Key Staff; and
5. Experience and Performance on Other Projects.

B. **Information Provided by a Proponent on Forms Provided by the City.** These Required Submittal Forms (see Part III of this RFP) should be included in a **Volume II** to a Proposal:

Form 1: Illegal Immigration Reform and Enforcement Act Forms

Form 2: Contractor Disclosure Form

Form 3: Proponent Financial Disclosure

Form 4.1: Certification of Insurance Ability

Form 4.2: N/A

Form 5: Acknowledgement of Addenda

Form 6: Proponent Contact Directory

Form 7: Reference List

Form 8: N/A

Form 9: Required Submittal Checklist

**NOTE: Every space on every form must be completed. If the form requires a Notary and/or a Corporate Seal, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) in writing to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.**

C. **Forms Included in the Agreement Documents attached to this RFP:**

1. Part 5; Exhibit A.1; Proposal Fee Schedule (this should be included in a separate sealed envelope and labeled **Cost Proposal**);
2. Appendix A; City's OCC Programs; Office of Contract Compliance Submittals;
3. Required Submittal Forms (1-9); including
4. Illegal Immigration Reform and Enforcement Act; Contractor Affidavit (**FORM 1**).

These completed forms should be included in **Volume II** of your Proposal.

### 3. DETAILED REQUIREMENTS

**Information Requirements Details:** The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment.

The following is a more detailed description of the requirements of certain portions of the Informational Proposal. The Proposal shall be organized as follows, with suggested total page limit of about **80 pages** (excluding the Required Submittal Forms provided in Part 4 of this RFP and Appendix A) as tabbed and identified. The page limits specified below are suggested parameters for each section, the number of pages within each section can be increased or decreased as long as the total page limit is not exceeded:

- Letter of Transmittal – 2 pages
- Executive Summary – 6 pages
- Management Approach – 10 pages
- Experience and Qualifications of Proponent Team – 15 pages
- Experience and Qualifications of Key Staff – 10 pages
- Experience and Performance on Other Projects – 20 pages
- Cost Proposal
- Equal Business Opportunity (“EBO”)
- Financial Information Forms
- Appendices
  - Supplemental Resumes
  - Other Required Submittals

A. **Letter of Transmittal – 2 pages (Tab in Volume I)**

Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this procurement. The letter should include a narrative statement of the Proponent’s approach to providing the Services solicited in this RFP.

B. **Executive Summary – 6 pages (Tab in Volume I)**

The purpose of the Executive Summary is to provide an overview of the Proponent’s qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
2. The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;
3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/sub-consultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned;
4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years; and
5. Provide a summary of the other sections of the Proposal - tie all the Sections together into a well-organized highlight of the significant points of the Proposal.

**C. Management Approach – 10 pages (Tab in Volume I)**

Outline the proposed approach to project design services and construction management assistance. Such information should include but not be limited to:

- Plan for coordination and communication with City staff.
- Staffing integration on construction projects.
- Innovative management tools/techniques, as applied to the scope of services.
- Quality Assurance/Quality Control Program.
- Approach and systems used for cost estimating.
- Approach and systems used for meeting schedules.
- Other information deemed important by the Consultant.

Specifically, based on the Proponent's Organizational Structure, describe how the Proponent will manage the Services, specifically addressing the following:

1. Ensure proper communication and coordination among pertinent project team members;

2. Assure the City that each Scope of Work will be kept within the established time and budget constraints;
3. Establish and maintain the necessary cooperative relationships;
4. Coordinate all necessary project activities within that team relationship to ensure product deliverable is seamless with all disciplines;
5. Provide an outline of the steps necessary to achieve a final design concept including participants, method of decision-making and a timetable to complete the activity;
6. Describe its approach to Project Controls, specifically how design cost and design production schedules will be maintained. List the software programs with which specific team members are proficient; and
7. Proponent's proposed method to identify and resolve citizen, technical, financial, and cost estimating issues during the Project duration; and make critical decisions.

In addition, the selected Proponent will be responsible for ensuring that the Work is accomplished in accordance with the City's Design Policy and Procedures. Proponent will be evaluated on its Design Quality Management Approach.

1. Describe how its design team will approach Design Quality Management, including coordination of the design, checking and correcting design documents, design schedule control, validation of construction schedule projections and design features enabling control of construction costs;
2. Describe its approach to Quality Management Control during design and construction of the Project;
3. Describe how Quality Management design reviews and team approvals will be achieved;
4. Describe the authority of the leader to achieve this process;
5. Describe the Proponent's Corrective Action Plan;
6. Include a plan for review and approval of shop drawings;
7. Plan for coordination with permitting agencies; and
8. Describe how the Proponent's organizational structure supports this Quality Management Plan and identify responsible and accountable parties.



D. **Experience and Qualifications of Proponent Team (Firms) – 15 pages (Tab in Volume I)**

- Introduction of proposed JV team.
- Description of the JV team and all proposed sub-consultants.
- Delineation of the roles assigned to the team members and all proposed sub-consultants.
- Organization chart of proposed JV team indicating the role each team member will fulfill (11" x 17" sheet of paper allowed).
- A statement declaring the type of business relationship the Proponent will use (i.e., a single company, joint venture, etc.).
- Describe a back-up personnel plan in the event that key team members must be replaced during the course of the Services Agreement.
- Specialized experience and technical competence of the organization in connection with the type of service required.
- Team member's experience working together and working in a blended, integrated team environment and team member's experience working with the City and GDOT.
- Other information on the Proponent's team as may be applicable.
- Submit an experience matrix for the JV team -- describe the work the team members (by firm) have performed in the past ten (10) years on the type of projects listed in this RFP that include the following component experience (11" x 17" sheet of paper allowed):
  1. Waste Water Treatment Facility – Identify experience in the design of modifications and upgrades of existing facilities and identify the capacity and types of processes and equipment utilized.
  2. Water Treatment Facility – Identify experience in the design of modifications and upgrades of existing facilities and identify the capacity and types of processes and equipment utilized.
  3. Watershed Protection – Identify experience with stormwater management and watershed protection.
  4. Sewer Design – Identify experience with designing medium to large diameter sewers. Include size, length and cost. Identify experience with sewer rehabilitation and replacement.
  5. Water Distribution and Transmission Systems – Identify experience with design of water main replacement and new water distribution and transmission lines in urban areas. Include size, length and cost.
  6. Storage and Conveyance Tunnels - Identify experience with designing large, deep rock tunnels. Include size, length and cost.

7. Water and Wastewater Pumping Facility – Identify experience in the design of modifications and upgrades of existing facilities and designing new pumping facilities. Identify the capacity and types of equipment utilized.
8. Construction Management – Identify construction management experience for water and wastewater treatment facility modifications and upgrades, sanitary sewers, water distribution system replacement, tunnels and water and wastewater pumping facilities. Include total cost of program or project and duration. Indicate role of Proponent on project or program.
9. Capital Project Delivery – Identify experience with turn-key capital project delivery in the public sector.
10. Parks, Greenspace and Trails – Identify experience with the planning, design, and construction of parks, other greenspaces and trails.
11. Recreation, Cultural and Public Safety Facilities – Identify experience with the design and construction of buildings, indoor and outdoor facilities.
12. Roadway Design – Identify experience with the planning and design of roadways and intersections on local and GDOT projects.
13. Bridge Design – Identify experience with local and GDOT bridge design projects.
14. Streetscape Design – Identify experience with the planning and design of streetscape projects.
15. Traffic Signals – Identify experience with conducting traffic studies, the design of traffic signals, traffic signal communications, Intelligent Transportation Systems and the modeling of traffic systems. The movement of all modes of transportation including pedestrians should be considered.
16. Street Lights – Identify experience with the planning and design of street lights along roadways, bridges and bike/pedestrian pathways, including complete photometric analysis.
17. Facility Management Support for Municipal Buildings – Identify experience in providing support for municipal buildings' facility management including:
  - Facility performance investigation,
  - Computerized documentation of facility assets,
  - Design,
  - Project estimating and/or project management for work orders and/or projects including space/furnishings management,
  - General renovations, and

- Facilities operations systems life cycle performance, including security related systems.

Facility types include general offices and specialty buildings such as courthouses, jails, fire stations, workshops and utility buildings.

E. **Experience and Qualifications of Key Staff – 10 pages not including resumes (Tab in Volume I)**

Provide the names, qualifications and relevant experience for the individuals proposed for the Key Management Staff included in Part 5, Exhibit A.2; Minimum Qualifications.

Provide an experience matrix that summarizes the involvement of the named Key Staff on projects listed in the Proponent's experience matrix over the last ten (10) years. Preferably, the cumulative experience of named Key Staff will comprise at least 50% of the requested experience levels for the team (11" x 17" sheet of paper allowed).

Identify and provide resumes for individual labor classifications that are shown in Exhibit A.2. Resumes should be no more than three (3) pages long per individual and shall be organized as follows:

Name and Title;  
Firm employed By;  
Professional Background;  
Current and Past Relevant Employment;  
Education;  
Certifications; and  
List of **two (2)** relevant projects, including:  
Client Name and Location;  
Project description;  
Role of the individual;  
Project actual or expected completion date; and  
Client List/Reference Contact.

Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Team Members during the course of the project, Proponent must describe its back-up personnel plan.

Proximity to Atlanta: Describe the Proponent team's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other consultants. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list Proponent's geographical location of the office that will be primarily responsible for assigned projects and where the

work will be accomplished. Local/Metro Atlanta area for all Services is most desired.

Additional key staff can be proposed. Provide classification with a description and labor rate in Exhibit A.1. and Exhibit A.2.

**F. Experience and Performance on Other Projects – 20 pages**

Describe the Proponent's experience and qualifications in architectural, engineering and design services as widely described in the Scope of Services and as may be more fully described in a Task Order. Separately list any projects/contracts that any member of the JV Team has performed and past experience with this specific team working together on other projects in the last 10 years. Proponent must provide a narrative description of at least six (6) projects demonstrating capability and qualifications in all areas identified below and each project should encompass the following component experience/expertise.

For the Proponent and members of the JV team, the narrative description shall include:

- The name of the project, the owner, and the project location and owner's reference including name, position, address, email and telephone number.
  - A description of the project and the work/roles performed by the various member firms.
  - The major project milestones and summary of scheduled versus actual completion dates, with explanation for any significant schedule slippage.
  - Summary of planned costs versus actual costs at completion, with explanation for any significant cost increases.
1. Wastewater Treatment Facility - Identify experience in the design of modifications and upgrades of existing facilities and identify the capacity and types of processes and equipment utilized.
  2. Water Treatment Facility - Identify experience in the design of modifications and upgrades of existing facilities and identify the capacity and types of processes and equipment utilized.
  3. Water Distribution and Transmission Systems - Identify experience with design of water main replacement in urban areas. Include size, length and cost. For storage and conveyance tunnels identify experience with designing large, deep rock tunnels. Include size, length and cost.
  4. Construction Management - Identify construction management experience for water and wastewater treatment facility modifications and upgrades, sanitary sewers, water distribution system replacement, tunnels and water and

wastewater pumping facilities. Include total cost of program or project and duration. Indicate role of Consultant on project or program.

5. Provide experience in generating concept level cost estimating, project scheduling, risk analysis and cost forecasting.
6. Provide specific experience designing linear storm water assets and storm water management facilities as well as provide storm water benefit analyses.
7. Provide specific project experience in the planning and design of roadways and intersection on local and GDOT transportation projects. Design experience should include but not limited to paving, grading, and sidewalks.
8. Parks, Greenspace and Trails - Provide experience with the planning, design and construction of parks, other greenspaces and trails.
9. Recreation, Cultural and Public Safety Facilities - Provide experience with the design and construction of buildings, indoor and outdoor facilities.
10. Streetscape Design - Provide experience with the planning and design of streetscape projects.
11. Provide experience of completing design work initiated by others. Give specific details of the project and the approach utilized (i.e. Computer-Aided Design (“CAD”) files, Geographic Information Systems (“GIS”)).
12. Provide experience working with Federal Environmental Protection Agency (“EPA”), Environmental Protection Division (“EPD”), local railroads, GDOT, and other infrastructure permitting agencies.
13. Provide specific design experience of project completion against established Construction Cost Limitations.
14. Provide specific experience on projects that utilized an accelerated approach to project implementation, including design-build.
15. Provide recent experience in construction administration on infrastructure projects of the type managed/operated by the User Departments for this RFP.
16. Provide three (3) examples of how Proponent or team members corrected a problem (whether it is personnel, client, or project-related) that was encountered during execution of a project.
17. **Specialty Sub-consultant.** The Proponent shall identify any outside specialized consultants it intends to use as a sub-consultant/subcontractor for the management of the work, or major portion thereof (such as noise

insulation, architectural, signage, structural, mechanical, geotechnical, traffic, instrumentation and controls, and/or engineering, and estimating consultants). The Proponent shall submit information on the sub-contractors/sub-consultants, which shall include:

- a. List of specialized consultants and definition of the work the sub-consultant will perform; and
- b. The specialized sub-consultant's resume and company history, address and details of experience with similar type of municipal infrastructure design project during the past five (5) years.

G. **Cost Proposal – 3 pages**

The Proponent shall submit its proposed labor rates in the format established in Part 5, Exhibit A.1 of this RFP.

The cost proposal shall be based on the labor categories and qualifications established within Part 5; Exhibit A.2 of this RFP. A Proponent is required to submit, in a separate, sealed envelope, clearly marked “Cost Proposal”, one (1) stamped original and ten (10) copies of its Cost Proposal with its Proposal.

The Consultant shall identify hourly rates by labor category. Rates shall be fully burdened billing rates to include all overhead and profit, at the prime and sub-consultant levels. Separate markups for sub-consultant labor will not be allowed (i.e., a single set of rates are to be provided for the Proponent team). Other direct costs will be developed and budgeted on each Task Order and should not be included in labor rates. The Cost Proposal *shall serve as the baseline for final fee negotiation* with the City.

Hourly rates shall be provided for each of the five (5) years of the Agreement. Identify the proposed method for Annual Escalation of Rates (e.g, Consumer Pricing Index) and the annual escalation percentage. Labor rates to be included in the Services Agreement will be negotiated with the selected Consultant based on its Proposal and the City’s analysis of the labor rate proposals submitted by all Consultants.

H. **OCC Forms**

Submit information on EBO participation at the Consultant and sub-consultant levels on the OCC forms provided in Appendix A of the RFP. In the case of a JV, OCC only requires the Joint Venture team to submit EBO forms – not each individual team member.

Note: Each Consultant may submit the estimated percentage amount instead of the dollar amount for each Minority Business Enterprise and Female Business Enterprise sub-consultant.

I. **Financial Information**

Submit financial information as required in Part 4, **FORM 3** of the RFP.

J. **Appendices**

1. Supplemental Resumes - submit resumes for staff members identified within the proposed organization chart, in response to the staffing requirements included herein, which are not included on the Key Staff list, if any.
2. GDOT "Notice of Professional Consultant Qualifications" – the Notice must be current by the proposal deadline stated in this RFP.
3. Other Submittals – submit other information as may be required by the RFP, but not covered by the format of the Proposal as described herein.

D. **SUBMISSION OF PROPOSALS**

1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-7383, Architectural, Engineering and Design Services**, and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP**  
**Chief Procurement Officer**  
**Department of Procurement**  
**55 Trinity Avenue, S.W.**  
**City Hall South, Suite 1900**  
**Atlanta, Georgia 30303-0307**

2. A Proponent is required to submit one stamped (1) original and ten (10) copies of its Informational Proposal. Proposals must be submitted on 8½" x 11" letter size paper, double-spaced, typed pages, using 12-point font size, and each copy must be inserted into a standard three-hole ring binder. Total page limits of 80 pages, excluding the Submittal Forms provided in Part 4 of this RFP, Appendix A and as otherwise indicated in this RFP. Charts when requested can be 11" x 17" size and should use a reasonably legible font size and should be included in the page count. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
3. In addition to the hard copy submission, each Bidder must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk ("CD"). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy Proposal. CD Two (2) version should be a redacted version of your hard copy Proposal. Please

refer to the Georgia Open Records Acts (O.C.G.A. Section 50-18-72) for those items of documents that can be redacted.

The City assumes no liability for differences in information contained in the Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and ten (10) copies of its Cost Proposal with its Information Proposal.

**E. RESPONSIVENESS AND RESPONSIBILITY FOR EACH PROPONENT CAN BE OBSERVED AS THE FOLLOWING:**

The **responsiveness** of a Proponent is determined by the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
2. The completeness of all material, documents and/or information required by the City; and
3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

The **responsibility** of a Proponent is determined by the following:

1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement or provide the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.



**F. SELECTION FOR COMPETITIVE SEALED PROPOSALS**

**The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to, those factors contained in subsection 2-1189(d) of the City of Atlanta Code of Ordinances; and the following** (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances):

1. Previous experience demonstrating competence to perform the services involved in the solicitation;
2. Past performance of previous contracts with respect to time of completion and quality of services;
3. The fee or compensation demanded for the services;
4. The ability to comply with applicable laws;
5. The ability to comply with the schedule for the performance of the services, as required by the City;
6. The financial ability to furnish the necessary bonds;
7. The financial condition of the offeror;
8. The ability to provide staffing of management personnel, satisfactory to the City; and
9. The offeror's compliance with the requirements of EEO and, where applicable, EBO programs, as may be required by ordinance.

**Additionally, the evaluation criteria will include but may not be limited to, a review of the following factors:**

1. Clear understanding of the goals and objectives and demonstration of a comprehensive plan to accomplish goals;
2. Qualifications and experience of all proposed team members; and
3. Price.

### **Part 3; Evaluation of Proposals**

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified in this RFP. An Evaluation Committee will evaluate the Proposals using the following Evaluation Form:

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEM</b>	<b>SCORE</b>
<b>5%</b>	<b>Executive Summary</b>	
<b>10%</b>	<b>Management Approach</b>	
<b>15%</b>	<b>Experience and Qualifications of Proponent Team</b>	
<b>15%</b>	<b>Experience and Qualifications of Key Staff</b>	
<b>10%</b>	<b>Experience and Performance on Other Projects</b>	
<b>20%</b>	<b>Cost Proposal</b>	
<b>15%</b>	<b>OCC Programs</b>	
<b>10%</b>	<b>Financial Capability</b>	
<b>100%</b>	<b>TOTAL SCORE</b>	

#### **Part 4; Required Submittal Forms**

**Each party to the JV is required to fully complete and submit the Required Submittal Forms in this Part 4.**

## **Required Submittal (FORM 1)**

### **Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)**

#### **INSTRUCTIONS TO PROPONENTS:**

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (\_\_\_\_\_) (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 1 of 7)**

**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT**

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. <b>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.</b>

***Instructions: Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).***

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

**B. Individual/Entity Information:**

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

☐ Yes (**Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.**)

☐ No

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 2 of 7)**

### C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**

☐ ☐

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**

☐ ☐

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**

☐ ☐

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**

☐ ☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**

☐ ☐

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**

☐ ☐

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

☐ ☐



**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 3 of 7)**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City?

**YES** **NO**  
☐ ☐

(b) directly or indirectly, received revenues from the City?

**YES** **NO**  
☐ ☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

**YES** **NO**  
☐ ☐

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

**YES** **NO**  
☐ ☐

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

**YES** **NO**  
☐ ☐

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

**YES** **NO**  
☐ ☐

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

**YES** **NO**  
☐ ☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

**YES** **NO**  
☐ ☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below [*Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided*]:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

**YES** **NO**  
☐ ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

**YES** **NO**  
☐ ☐

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**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 4 of 7)**

## **D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality.** Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 5 of 7)**

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 6 of 7)**

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
  - (3) Cancellation of the public contract;
  - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 7 of 7)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed**

**Name:**

**Signature:**

**Date:**

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity or partnership:*

**Printed Name of Entity or Partnership:** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name), as the**  
\_\_\_\_\_  
**(title) of** \_\_\_\_\_ **(entity or partnership name) this**  
\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

## **Required Submittal (FORM 3)**

### **Proponent Financial Disclosure (Page 1 of 5)**

**Instructions:** It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 2 of 5)**

**Part A - General Information:**

Name of the Proponent: \_\_\_\_\_

Name of individual, entity or  
partnership completing this Form: \_\_\_\_\_

Relationship of individual, entity  
or partnership completing this Form  
to the Proponent: \_\_\_\_\_

Contact information of individual,  
entity or partnership completing  
this Form: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Email: \_\_\_\_\_

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 3 of 5)**

**Part B: Financial Information:**

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
  - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
    - (iv) Two (2) banks or other institutional lenders’ references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.



**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 4 of 5)**

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

	<b><u>Year: 2011</u></b> (Thousands)	<b><u>Year: 2012</u></b> (Thousands)	<b><u>Year: 2013</u></b> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$ .....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 5 of 5)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

*Sign here if you are an individual:*

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

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*Sign here if you are an authorized representative of a responding entity:*

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**Required Submittal (FORM 4.1)**

**Certification of Insurance Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert insurance company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC-\_\_\_\_: \_\_\_\_\_ (“**Project**”) and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, (“**Offeror**”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

**PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

**Insurer:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 5)**

**Acknowledgment of Addenda**

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-\_\_\_**;  
\_\_\_\_\_:

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Corporate Proponent:  
[Insert Corporate Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary/Assistant  
Secretary (Seal)

Non-Corporate Proponent:  
[Insert Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 6)**

**Proponent Contact Directory<sup>1</sup>**

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

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<sup>1</sup> The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

**Required Submittal (FORM 7)**

**Reference List**

Each Proponent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference:                Name  
                                 Address  
                                 City, State, Zip  
                                 Phone  
                                 Fax

Project Title:

Contact Person: \_\_\_\_\_  
Direct Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

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*(Use the Same Format to Provide the Additional References)*

**Required Submittal**  
**(FORM 9)**

**Required Submittal**  
**Checklist**

The following submittals shall be completed and submitted with each Proposal see table below “Required Proposal Submittal Check Sheet.” Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and five (5) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Number	Required Proposal Submittal Check Sheet	Check (√)
1	<b>Part I – Instruction to Proponents (Proposal Guarantee Included)</b>	( )
2	<b>Appendix A - Office of Contract Compliance (Required Submittals Included)</b>	( )
3	<b>Part I, Section 2 – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</b> <ul style="list-style-type: none"> <li>• Form 1-Illegal Immigration Reform and Enforcement Act Forms</li> <li>• Form 2 – Contractor Disclosure Form</li> <li>• Form 3 – Proponent Financial Disclosure</li> <li>• Form 4.1 – Certification of Insurance Ability</li> <li>• Form 5 – Acknowledgement of Addenda</li> <li>• Form 6 – Proponent Contact Directory</li> <li>• Form 7 – Reference List</li> <li>• Form 9 – Required Submittal Checklist</li> </ul>	( )
4	<b>Proponent’s Official Company Name:</b> <b>Company Physical Address:</b>	
5	<b>President/Vice President/Owner Name:</b> <b>Title:</b> _____ <b>Office</b> <b>Telephone Number:</b> _____ <b>Direct Cell</b> <b>Telephone Number:</b> _____ <b>Email Address:</b>	
6	<b>Primary Point-of-Contact Concerning RFP:</b> <b>Title:</b> <b>Office Telephone Number:</b> <b>Direct Cell Telephone Number:</b> <b>Email Address:</b>	

## **Part 5; Draft Professional Services Agreement**



**MASTER PROFESSIONAL SERVICES AGREEMENT;  
CONTRACT NO. FC-7383, ARCHITECTURAL, ENGINEERING AND DESIGN  
SERVICE**

This Master Professional Services Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Consultant”) set forth below.

<b>Contract Name:</b>	<b>Contract No. FC-</b>
<b>Consultant</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency:</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Authorized Representative:</b>	<b>Authorized Representative:</b>

**1. Background.**

1.1 City desires to obtain from Consultant the services (“Services”) described generally on **Exhibit A** attached and further described on task orders (individually, a “Task Order” and, collectively, the “Task Orders”) that may be executed and attached collectively as **Exhibit A.3** from time to time. Consultant shall not provide any services except as specifically provided in a Task Order.

1.2 The total amount of payments by City under this Agreement shall not exceed \$\_\_\_\_\_ during the first year in which this Agreement is effective. For each subsequent year that this Agreement is effective, City shall provide written notice to Consultant of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the “Annual Maximum Payment Amount”). In addition, each Task Order shall specify a maximum payment amount (the “Task Order Maximum Payment Amount”) applicable to the Services to be performed under such Task Order.

1.3 Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City’s Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for services for which charges are established in this Agreement. Consultant shall promptly proceed with the services set forth in any such Task Order. If City solicits a proposal from Consultant for a Task Order, Consultant shall submit its proposal with a Task Order containing all the necessary terms and executed by Consultant. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of the Term.

1.4 City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

## **2. Term.**

2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end on [\_\_\_\_\_]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) additional one year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within \_\_\_\_ days of such enactment, City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

## **3. Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order: <sup>1</sup>

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 - Compensation
4. Exhibit A.2 – Minimum Qualifications
5. Exhibit A.3 - Task Orders
6. Exhibit B - Definitions
7. Exhibit D - City Security Policies
8. Exhibit E - Dispute Resolution Procedures
9. Appendix A - Office of Contract Compliance Requirements
10. Appendix B - Insurance and Bonding Requirements
11. Additional Contract Documents

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<sup>1</sup> For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. **Services.**

5.1 **Description of Services.** Consultant agrees to provide to City the Services per this Agreement and each Task Order. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Consultant and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Consultant Personnel required for the proper performance of Services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

5.3 **Change Documents.**

5.3.1 This section will govern changes to the Agreement or any Task Order issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").<sup>2</sup> All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Consultant which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Consultant pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement or any Task Order issued under the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms of amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount.

Change Documents that do not involve an increase in the Annual Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Consultant describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Consultant shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Consultant.

5.3.4 Consultant may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Consultant and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Consultant with comments regarding a Proposed Change Document, and Consultant shall respond to such comments, if any. A Proposed Change Document from Consultant will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Consultant shall, in good faith, evaluate such proposed Change Request. If City and Consultant are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Consultant concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Consultant, pursuant to Code Section 2-1292(d), and City and Consultant agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Consultant shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Consultant, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Consultant must, unless the notice requires otherwise, (a)

immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## **6. Consultant's Obligations.**

6.1 Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Consultant Authorized Representative. Consultant designates the Consultant Authorized Representative named on page 1 of this Agreement ("Consultant Authorized Representative") and, such Person shall: (a) be a project executive and employee within Consultant's organization, with the information, authority and resources available to properly coordinate Consultant's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Consultant; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Consultant will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Consultant Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Consultant's receipt of notice from City that the continued assignment to the City Contract of any Consultant Personnel is not in the best interests of City, Consultant shall remove such Consultant Personnel from City's Contract. Consultant will not be required to terminate the employment of such individual. Consultant will assume all costs associated with the replacement of any Consultant Personnel. In addition, Consultant agrees to remove from City's Contract any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Consultant becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement or an applicable Task Order, Consultant will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Consultant subcontracts any of the Services, Consultant shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

## **6.6 Key Consultant Personnel and Key Subcontractors.**

6.6.1 The following Persons are identified by Consultant as Key Consultant Personnel under this Agreement:

(a) \_\_\_\_\_;

(b) \_\_\_\_\_; and

(c) \_\_\_\_\_.

6.6.2 The following Persons are identified by Consultant as Key Subcontractors under this Agreement:

(a) \_\_\_\_\_;

(b) \_\_\_\_\_; and

(c) \_\_\_\_\_.

6.6.3 Consultant shall not transfer, reassign or replace any Consultant Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Consultant's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Consultant shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

## **7. City's Authorized Representative.**

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Consultant hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Consultant shall revise the items until they meet the approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

## **8. Payment Procedures.**

8.1 General. City will not be obligated to pay Consultant any amount in addition to the Charges set forth in an applicable Task Order for Consultant's provision of the Services. Consultant Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on **Exhibit A.1** Compensation.

8.2 Invoices. Consultant shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Consultant shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Consultant's performance of the Services. Consultant is responsible for payment of such Taxes to the appropriate governmental authority. If Consultant is refunded any Tax payments made relating to the Services, Consultant shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.

8.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Consultant in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.

8.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.8 Payment of Other Persons. Prior to the issuance of final payment from City, Consultant shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

**9. Consultant Representations and Warranties.** As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Consultant warrants to City that:

9.1 Authority. Consultant is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of Services by Consultant is pending or threatened.

9.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents, including the relevant Task Order,.

9.4 Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

**10. Compliance with Laws.**

10.1 General. Consultant and its subcontractors will perform the Services in compliance with all Applicable Laws

10.2 City's Socio-Economic Programs. Consultant shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Consultant will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees



and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing Services and complying with this Agreement.

## **11. Confidential Information.**

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Consultant will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

## **12. Work Product.**

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Consultant assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Consultant has any rights to the Work Product that cannot be assigned to City, Consultant unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Consultant Personnel may not originally vest in City by operation of Applicable Law, Consultant shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Consultant Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Consultant irrevocably designates City as Consultant's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Consultant's name, with the same force and effect as if performed by Consultant.

### **13. Audit and Inspection Rights.**

#### **13.1 General.**

13.1.1 Consultant will provide to City, and any Person designated by City, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Consultant's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Consultant shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours).

13.1.3 Consultant shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Consultant, Consultant shall promptly refund such overpayment and Consultant shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Consultant.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Consultant will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

#### **14. Indemnification by Consultant.**

14.1 General Indemnity. Consultant shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- (a) Consultant's or Consultant Personnel's performance, non-performance or breach of this Agreement;
- (b) compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Consultant Personnel or subcontractor);
- (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of City;
- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant.

14.2 **Intellectual Property Indemnification by Consultant.** Consultant shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Consultant (or any Consultant agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Consultant hereunder is held to constitute, or in Consultant's reasonable judgment is likely to constitute, an infringement or misappropriation, Consultant will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

## 15. **Limitation of Liability.**

15.1 **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY CONSULTANT"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 **Exceptions to Limitations.** The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled "Confidential Information"**; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

**16. Insurance and Bonding Requirements.** Consultant shall comply with the insurance and bonding requirements set forth on **Appendix B**.

**17. Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

**18. Termination.**

**18.1 Termination by City for Cause.** City may at its option, by giving written notice to Consultant, terminate this Agreement or any Task Order:

(a) for a material breach of the Contract Documents by Consultant that is not cured by Consultant within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Consultant that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant's obligations under this Agreement or is in violation of any City Ethics Ordinances.

**18.2 Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection** entitled "**Termination by City for Cause**", Consultant will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

**18.3 Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Consultant if Consultant: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material

allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement or any issued Task Order, City may terminate this Agreement or the Task Order for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Consultant waives any claims for damages, including loss of anticipated profits. As Consultant's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Consultant in its business within the thirty (30) days following termination. If requested, Consultant shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Consultant shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

## **19. Dispute Resolution.**

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Consultant.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

## **20. General.**

20.1 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Consultant shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Consultant. Consultant is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Consultant and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter



and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

**City of Atlanta**

**[Consultant]**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Municipal Clerk (Seal)**

**Recommended:**

\_\_\_\_\_  
**Commissioner, Department of  
Watershed Management**

\_\_\_\_\_  
**Commissioner, Department of  
Public Works**

\_\_\_\_\_  
**Commissioner, Department of  
Parks and Recreation**

\_\_\_\_\_  
**Commissioner, Department of  
Planning and Community Development**

\_\_\_\_\_  
**Office of Enterprise Asset Management**

**Approved:**

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**Chief Procurement Officer**

**Approved as to form:**

---

**City Attorney**

DRAFT

**Signature Block Options for Consultant:**

**Corporate signature:**

**[Insert Corporate Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Limited Liability Company:**

**[Insert LLC Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **OVERVIEW**

The City is requesting the services of Professional Engineering Firms (“Consultant”) to provide professional design and construction management services to support implementation of the City’s capital improvement programs and other services as may be required by the City.

The Consultant will report to the designated City representatives.

The scope of work provided herein is intended to include a broad range of services and activities that may be performed over a number of years at the City’s discretion in order to meet its capital improvement programs and other City strategic objectives. The City will determine the work to be performed. There is no assurance that a particular item of work will be performed by the selected Consultant.

The City intends to engage Consultant to provide technical, professional, and other services for various City projects as broadly described in this Scope of Services. Consultant will provide some, all or any combination of the various professional services for wastewater, water and storm water and watershed protection projects for the Department of Watershed Management; transportation engineering, planning and traffic engineering studies for transportation improvement projects as well as streetscape, roadway and bridge design projects for the Department of Public Works; landscape design and surveying of public spaces for the Department of Parks and Recreation; transportation engineering, planning and traffic engineering and site surveys for the Department of Planning and Community Development; and facility management and design support for the Office of Enterprise Asset Management, on an as needed basis.

Whenever services are requested by the City, the Consultant will submit a written proposal for the specific project based on the scope of such services. If the Consultant’s proposal is accepted, the City may issue a Task Order and Notice to Proceed (“NTP”) that specifies the “not to exceed” dollar amount of the Task Order with the start work and completion dates. After receiving the Notice to Proceed and the written approval from the City of the scope of services for a specific project, the Consultant shall provide the services required for the specific project as defined by the Task Order.

The initial term of the Services Agreement will be for three (3) years, with two (2) one (1) year optional renewals to be exercised at the sole discretion of the City.

The City may cancel an outstanding Task Order at any time at the City’s convenience if it is in the City’s best interest. Upon the cancellation of an outstanding Task Order, the City will pay the Consultant for any authorized work that has been satisfactorily performed up to, and through the date of the cancellation. In the event of cancellation, the Consultant will not be entitled to any additional compensation for un-authorized work or anticipated loss of profits due to such cancellation. All work product for which compensation is received by the Consultant from the City shall be submitted to the City.

It is understood and agreed by the Consultant that the services performed under the Scope of Services shall include but not be limited to those services described below and to the extent desired by the City.

The Consultant's Basic Services shall include the provision of various professional services as hereinafter stated that include sanitary, civil, mechanical, electrical, architectural, process control and instrumentation, geotechnical investigations and design, structural engineering, easement and property acquisition services, bidding, construction management and inspection services incidental thereto.

The following types of projects are representative of the City's needs and the types of engineering services and personnel requirements for this RFP:

- A. Replacement and upgrade of wastewater treatment facility chemical feed systems, sludge pumping, preliminary treatment, primary clarification, instrumentation and control systems, secondary treatment and nutrient removal, filtration, disinfection, electrical systems and bio-solids processing systems.
- B. Replacement and upgrade of water treatment facility chemical feed systems, pumping, clarification, disinfection, electrical systems, instrumentation and control systems and filtration systems.
- C. Medium to large diameter sewers
- D. Water transmission and distribution systems
- E. Deep rock storage and conveyance tunnels
- F. Water and wastewater pumping and storage facilities
- G. Storm water control structures and green infrastructure
- H. Hydraulic modeling for water, wastewater and storm water systems
- I. Transportation planning
- J. Roadway and streetscape design
- K. Street Lighting
- L. Traffic Signals Design
- M. Traffic Signal Timing
- N. Traffic Control Plans

- O. Traffic Counts
- P. Traffic Modeling
- Q. Traffic Impact Studies and Streetscape Design
- R. Roadway Structures
- S. Boundary and Topography Survey
- T. Erosion and Sedimentation Control Plan
- U. GIS
- V. Asset Management
- W. Park and Greenspace Design including site inventory, conceptual plans, master plans, detailed design development, construction drawings: layout, grading, hydrology, planting plans, site feature design, site servicing design, trail layout, and specifications.
- X. Recreational, Cultural or Public Safety Facility Design for indoor and outdoor facilities, including conceptual plans, preliminary schematics, architectural plans, site plans, layout, grading, hydrology, site servicing, electrical, plumbing, HVAC plans, and specifications.
- Y. Provide on-call technical support for the facility management of the City's municipal buildings to include performance investigation, computerized documentation, design, project estimating and/or project management for work order and/or projects including space/furnishings management, general renovations, facilities operations systems, life cycle performance, including security related systems. The municipal buildings of the City of Atlanta will include, but not be limited to, general offices and specialty buildings, such as courthouse, jail, fire stations, workshops, and utility buildings.

The City may request all, some, none, or any combination of the Services identified in this SOS. When the City desires any Services contemplated under this SOS, the City will contact the selected Consultants and request a written proposal from each, which will include an estimate of costs and preliminary schedule for the work to be performed on each specific project. At its sole discretion, the City will select the Consultant to perform the Services.

## **SPECIFIC SCOPE REQUIREMENTS**

### **A. TYPICAL SERVICES**

The following are typical specific services that may be required from Consultant for the City. Please refer to Exhibit A for more detailed scope of service requirements:

- 1) Attend project kick off and progress meetings and prepare minutes of meetings.
- 2) Collect and compile information.
- 3) Preparation of preliminary engineering, final engineering and design development reports.
- 4) Presentation of information at public forums when requested and directed by the user Department.
- 5) Utilize and update hydrologic and hydraulic models during preparation of designs.
- 6) Feasibility studies on proposed projects, including studies of the user Department's needs, analysis of conditions or methods of operation, development of alternative concepts, economic analysis, environmental studies and site location studies.
- 7) Land acquisition, title research and survey, legal descriptions, plats and appraisals.
- 8) Land disturbance and building permits.
- 9) Geotechnical investigations, archeological, data report that includes borings, drilling and standard penetration test to determine the nature and condition of the subsurface soils, tree impact survey, replacement drawings and environmental permits and surveys.
- 10) Consultation, coordination and permitting interaction with: EPA, EPD, Army Corps of Engineers ("ACOE"), GDOT, railroad corporations and other permitting agencies.
- 11) Planning, scheduling, monitoring, controlling, estimating, budgeting, and cash control for specific projects.
- 12) Prepare a revised detailed cost estimate for the project when engineering reached 30%, 60%, 90% and 100% complete prior to the start of construction bidding phase.



- 13) Maintaining document tracking and project control system for duration of project.
- 14) Development and preparation of detailed calculations, engineering designs, drawings, cost estimates and technical specifications for use with the City's standard contract documents.
- 15) Issuing supplementary details and instructions as required.
- 16) Reviewing shop drawings for general compliance with design requirements and contract documents.
- 17) Making periodic site visits to assess general progress and conformity of the work with the contract documents and quality of workmanship.
- 18) Ensuring that the contractor's as built record drawings are accurate and up to date on a periodic basis and upon completion of the project, and in format which adheres to the City's graphic standards.
- 19) Produce field reports noting deficiencies and any discrepancies of the work as observed in the field.
- 20) Provide field sketches or drawings mark-ups to record changed conditions or minor modifications to the plans.
- 21) Assistance with construction management services, Requests For Information ("RFIs"), preparation of bid documents, shop drawings, and as-built drawings.
- 22) Monitoring all prescribed field testing and inspection of materials and equipment; review test results and submissions for adherence to contract documents and special instructions.
- 23) Maintaining sufficient data to outline current progress of the work; and certifying the contractor's request for payments regarding progress, quantities of work completed, materials delivered to the site and potential change orders, including photographic documentation.
- 24) Assistance with CAD using AutoCAD, Microstation, and/or Rivet.
- 25) Safety program compliance.
- 26) Planning and design for space utilization, including interior build-out and furnishings.
- 27) Assessment of conditions to facilitate occupants' facility needs. If needed, design, support procurement process, and manage corrective actions under the City's direction.

- 28) Assessment of building systems performance. If needed, design, support procurement process, and manage corrective actions under the City's direction.
- 29) Assessment of building life safety and security systems performance. If needed, design, support procurement process, and manage corrective actions under the City's direction.
- 30) Support the City's Computer Aided Facility Management and Computer Facility Operations Systems.

## **B. CIVIL PLANNING & TRANSPORTATION PROJECTS**

### **1) NON-STATE OR FEDERAL PROJECT SCOPE OF SERVICES**

City projects that do not include state or federal funds will contain those elements of the SOS shown below that are deemed necessary and requested by City staff. Projects will be designed according to City standards and details, unless directed otherwise.

### **2) STATE AND FEDERAL PROJECT SCOPE OF SERVICES**

For all federally and state funded transportation projects, the SOS shall follow the GDOT PDP, Plan Preparation Guide (PPG), Federal Highway Administration (FHWA) Policies, rules and regulations of the Federal Transit Authority (FTA) certification and assurances, and American Association of State Highway and Transportation Officials (AASHTO) Guidelines. Additional references include the "Road to Success Manual," the "Pedestrian and Streetscape Guide," and all current GDOT design standards and guides.

In addition, state and federally funded projects shall include concept report, survey, preliminary construction plans, final right of way plans (including staking of right of way), land acquisition services (including right of way plats) following federal, state and local procedures, final construction documents, construction administration and project close out. All other required engineering studies such as capacity analysis, drainage, design, erosion control plans and stage construction, maintenance of traffic are considered part of the scope of services.

The scope of work for each project may include, but is not limited to the following phases and tasks:

- 1) Master Plan
- 2) Concept Report & Utility Agreements
- 3) Surveying
- 4) Preliminary Plans
- 5) Environmental Documentation
- 6) Right of Way Plans and Land/Property Acquisition Services
- 7) Bridge/Structural

- 8) Final Construction Documents
- 9) Public Meetings/Forums
- 10) Construction Management/Administration
- 11) Project Close Out

## **1. MASTER PLAN**

The Master Plan phase will be an abbreviated process for identifying limits of work within project areas. The final Master Plan will be a design document only. This phase of design will require the following:

- i. Prepare Base Plans utilizing available maps, GIS information and field observation;
- ii. Hold a minimum of one (1) Concept Plan design to involve the public to identify:
  - Goals and Objectives
  - Neighborhood Priorities
  - Opportunities and Constraints
- iii. A minimum of four (4) additional public meetings/presentations throughout the project including presentation of the final Master Plan design for approval of the community; and
- iv. Prepare a conceptual cost estimate as directed.

## **2. CONCEPT REPORT & UTILITY AGREEMENTS**

- Prepare concept display and manual as basis for GDOT and other municipal partnership approval
- Preliminary plans
- Traffic capacity analysis
- Clear zone requirements
- Drainage criteria for each road
- Environmental Concerns
- Driveway Design Parameters
- Preliminary Typical sections
- Preliminary Project Schedule
- Known Utilities on the Project
- List of Needed Information from the City
- Name of each roadway, classification of each roadway, and general configuration.
- Development of no conflict and other utility agreements as deemed necessary for the project.
- Revise concept report based on public input and GDOT review.

- Finalize concept report, display, Project Design Data Book, sample plan sheets, sample specification, and special provisions accordingly.

### 3. SURVEYING

The Consultant shall provide topographical surveys and boundary line surveys of project areas as directed.

Surveys to show locations, descriptions and elevations of the following (measured and platted in the English system of units):

- Structures
- Rock outcrops and ground forms
- Tree canopy for trees having a trunk caliper of 6" diameter and above or as specified by the City (dogwood trees and other flowering trees, 4" diameter caliper and above).
- Easements
- Underground and above utilities
- Roads that are adjacent to and align to site/easements.
- Sewer and drainage structures and pipes (top, invert elevations to the nearest one-hundredth (0.01) of a foot, pipe material, size in inches and flow arrows as required.
- Structural types of walls (top and bottom elevation and along top of wall at intervals or at grade changes, end of wall).
- Streams or drainage ditches (show center line as well as grades at top and bottom of bank).
- Horizontal and vertical control shall be based on North American Datum (NAD) NAD83 and North American Vertical Datum (NAVD) NAVD88, respectively or latest standard established by NAVD.

In addition, Consultant shall:

- Provide Plats for Right of Acquisition and easements as directed.
- Certify Surveys. All boundary surveys shall be performed under the direction of a Georgia Registered Land Surveyor ("RLS"). A Georgia RLS shall seal all plats, survey computations and opinions.
- Provide the City with original tracings (ink on mylar) of boundary surveys prepared by the Contractor and insure plats will meet Fulton and DeKalb County (depending on size, type and material) requirements for recording plats. All plats are to be accompanied with the appropriate legal descriptions and shall be prepared as required by the Georgia Plat Act.

#### **4. PRELIMINARY PLANS**

- i. Prepare preliminary plans as basis for a field plan review and shall follow the current GDOT Plan Presentation Guide:
  - Cover and index sheets
  - Demolition Plan
  - Site Plan
  - Grading plan
  - Roadway and/or sidewalk construction plans
  - Fencing and Security Plans
  - Typical sections
  - Horizontal and Vertical alignments
  - Roadway Plan and Profile sheets
  - Roadway drainage plan and profile sheets
  - Erosion and Sedimentation Control plans
  - Roadway Cross Sections at every 50 feet interval, as required
  - Driveway Profiles
  - Utility plans
  - Landscape Plans and details
  - NPDES Permit Plan
  - Staging and Maintenance of Traffic Plans
  - Signalization Plans
  - Engineering estimate during the latter stages of a project when engineering has reached 30%, 60%, 90% and 100% complete, prior to the start of the project construction bidding phase.
- ii. Prepare Drainage and Hydraulic Calculations (including gutter spread)
- iii. Prepare and submit design variances and exceptions
- iv. Preliminary quantity and construction cost estimates
- v. Provide monthly update to Gantt Chart Schedule along with monthly invoice
- vi. Submit and coordinate preliminary utility plans to various utility agencies
- vii. Attend preliminary field reviews as required
- viii. Update plans based on comments received from preliminary field plan reviews.

## **5. ENVIRONMENTAL DOCUMENTATION**

Provide necessary documentation for city, state, and federal review, including but not limited to the following:

- i. Environmental documents for review and respond to comments
- ii. Prepare an environmental assessment and impacts for the project (social, air quality, noise, water quality, flood plains, etc.) as applicable.
- iii. Attend public meetings as required to address the environmental impacts
- iv. Preliminary environmental evaluation as needed
- v. Provide preliminary environmental investigation documentation.

## **6. RIGHT OF WAY PLANS AND LAND/PROPERTY ACQUISITION SERVICES**

- Identify and calculate the required right of way and easement areas as necessary for each parcel on the project.
- Right of Entry documents, right of way plans, data and cover sheet.
- All points used to describe right of way and easements to be acquired shall be staked in the field. Timing of the staking to be determined by the City. Each point shall be identified on the stake.
- Submit right of way plans for review and revisions.
- Prepare metes and bounds legal descriptions for all right of way acquisitions. Summary tables will be sufficient for easements. However, if negotiations lead to condemnation, metes and bounds legal descriptions will be needed for those easements being condemned.
- Prepare individual right of way and easement acquisition, as needed at the direction of the City.
- Conduct title search as needed. Note: those properties owned by the City may not require title research. Inquire before proceeding on title search of any property that may be owned by the City.
- Provide appropriate level of appraisal for federal building, based on project complexity, including sign estimates and cost to cure assessments. The level of appraiser needed shall be determined by the GDOT review appraiser. The

selected appraiser shall be on the approved appraisers list as provided by GDOT. Selection of appraiser shall also be coordinated with the GDOT review appraiser.

- Upon receiving state and federal approval to proceed, assist in the negotiating of land acquisition for easements and right of way purchases on behalf of the City. Provide bi-weekly status reports. Maintain negotiation and appraisal files, according to federal, state and city regulations.
- Coordinate closing for the execution of all easements and right of way documentation.
- Submit completed acquisition files including all GDOT required documentation, including but not limited to, negotiation records, executed right of way documents and closing documentation.
- Prepare condemnation package, if required, upon failure of the negotiation and at the direction of the City.

## **7. BRIDGE/STRUCTURAL**

Perform bridge/structural services as needed including design, inspection, and recommendations in support of bridge replacement, design projects, utilities, bridges/crossings and other infrastructure projects. The City may also request structural services to include inspections and reports of existing infrastructure with related design/repair options and corresponding cost estimates.

Assist City by providing drainage analysis as needed for bridge and culvert replacements. Perform all work necessary for Federal Emergency Management Agency (FEMA), ACOE, County, State, and Federal agency permits related to structural improvements.

## **8. FINAL CONSTRUCTION DOCUMENTS**

- i. Final construction documents shall include, but not limited to:
  - Cover sheet, index, legend and required notes
  - Typical sections
  - Detailed quantity estimates
  - Roadway and /or sidewalk construction plans
  - Roadway profile as required
  - Drainage layout and profile
  - Maintenance of traffic during construction plans

- Erosion & Sedimentation Control plan
- Roadway cross sections at 50 feet interval, as required
- Utility plans
- Landscape plans and details
- Standard and specific construction detail sheets
- Special provisions
- Signing and marking plans
- Signalization plans
- Technical specifications

Consultant shall:

- Submit final construction documents to the City and GDOT if required for review and respond to comments
- Provide monthly updates to Gantt Chart Schedule along with monthly invoice
- Prepare a revised detailed cost estimate for the work at 60%, 80% and 100% of final construction documents
- Present the final construction plans in a public forum.

## **9. PUBLIC MEETINGS/FORUMS**

A maximum of three (3) public forums are anticipated for each project, in addition to those held during the Master Plan phase, depending on scope and complexity. Meeting may be held during weekday, evenings or on weekends.

## **10. CONSTRUCTION MANAGEMENT/ADMINISTRATION SERVICES**

The Construction Administration (“CA”) Service will commence with the NTP of the Contract for construction and, together with the Consultant’s obligation to provide Basic Services under the Services Agreement, will terminate when final payment is approved and released to the Consultant as otherwise agreed in writing. To the extent practicable, the City may request the same Design Consultant which designs a particular portion of the project to also provide CA services for that project as described below:

- Provide construction management and/or inspection as required by the City on an as needed basis.



- Provide inspection services for Roads and Drainage projects in accordance with GDOT specifications.
- Perform field plan reviews, review bid documents, review and prepare cost estimates.
- Manage contractors hired by the City on various locally funded projects and occasionally on State/Federally funded projects.
- Provide inspections services that follow all GDOT specifications for road and bridge projects.

Unless otherwise provided in the Services Agreement and incorporated in the Contract Documents for construction of a project, the Construction Manager shall provide management of the Contract Documents for Construction as the City's Representative.

After the award of a Contract for construction, the Consultant's services shall include such visits to the site of the project as may be required by the City to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

The Consultant shall prepare a Field Observation Report documenting the Consultant's findings after each site visit and attend periodic construction coordination meetings.

The Consultant's services shall also include the review and approval of the contractor's submittals such as shop drawings, product data, and samples to assure adherence to the intent of the working drawings and specifications. Such actions shall be taken with reasonable promptness so as to cause no delay. Other services required include responses to the contractor's RFI and any resulting design amendments or changes.

The Consultant shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Consultant is obligated to report promptly to the City any known defects or deficiency in the contractor's work or materials.

The Consultant shall attend and participate in regular construction coordination meetings, as well as issues meetings and pre-activity meetings.

## **11. PROJECT CLOSE OUT – As Builts, GIS, Shape Files, Hansen/Maximo Deliverables**

The Project Close-Out phase is initiated upon notice from the contractor that the Work, or a designated portion which is acceptable to the City, is sufficiently

complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended. The Consultant's basic services shall consist of delivering with latest GDOT and City's standards:

- a) Obtaining from the City's Construction Manager information certified by Contractor on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- b) Review of general accuracy of information submitted and certified by the Contractor for the preparation of Record drawings.
- c) Preparation of electronic AutoCAD drawings, based on information furnished by the City's Construction Manager including changes in the work made during construction.
- d) Transmittal of final as-built record drawings and general data, appropriately identified, to the City's Construction Manager.
- e) During final inspection, assisting the Construction Manager and the City or its Designated Representative in the development of the punch-list items to be completed by the Contractor.
- f) Assist the City's Construction Manager with the determination of the amounts to be withheld until final inspection.
- g) Assist the City's Construction Manager with the Provisional Acceptance Inspection to verify final completion of the punch-list items submitted to the contractor of items to be completed or corrected.
- h) Provide recommendations to the City during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- i) Provide inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems, and equipment.

## **I. INTRODUCTION AND BACKGROUND**

The City on behalf of the User Departments is soliciting from architects, engineers, and other qualified consulting firms proposal to provide comprehensive design and engineering services on an on-call basis. The proposal should anticipate providing a full range of services, including architecture; interior design; structural engineering; civil engineering; mechanical, electrical and plumbing engineering; surveying; landscape architecture and cost estimating. The services may be provided either through designated in-house staff or through specifically named and designated sub-consultants.

Typical tasks and projects that might be assigned under a Task Order include programming and space planning; updating and management of CAD based facilities drawings; interior build outs and reconfigurations; building renovations and additions; design and specification development on pre-engineered buildings; comprehensive design and construction administration on new construction; peer reviews; analysis and engineering of HVAC, plumbing, electrical, and controls systems upgrades or expansions; analysis and remedial design for structural problems; civil engineering services including surveying, site planning, storm drainage/sanitary sewer analysis and design, and parking lot/hardscape design; landscape architecture; and other requested tasks involving CAD, layout assistance or specifications development. When construction is involved, the consultant should be prepared to provide construction management and inspection services.

The City also has responsibility for maintenance of HVAC systems, low voltage electrical systems, and fire sprinkler systems on the facilities of the User Departments on an as needed basis.

The City may utilize these services for new capital construction or renovation work on City's facilities. The City may also authorize other City departments to utilize these standby Services as it determines necessary and appropriate.

## **II. SCOPE OF SERVICES**

### **1.0 PRIMARY SERVICES**

Primary services to be required of the Consultant are to include but not necessarily be limited to the following:

#### **1. Comprehensive Services**

Although the prime Consultant does not need to have all the required services in-house, it shall ensure that it has through in-house staff and sub-contractual arrangements prompt and direct access to the following services:

- Programming and Space Planning
- CAD Support, ARCH, EMR, CADD

- Cost Estimating
- Construction Schedule Review
- Interior Design (inclusive of specifying finish materials and furnishings)
- Architecture
- Technical Specification Development
- Construction Administration
- Master Planning/Site Planning
- Boundary Surveying and Topography
- Civil and Infrastructure Engineering
- Green Infrastructure Design
- Asset Management Support
- Structural Engineering
- Electrical Engineering
- Instrumentation & Process Control
- Mechanical Engineering – Plumbing, Fire Protection and HVAC
- Peer Review of Construction Documents for New Construction
- 

## 2. Work Authorization

This Contract will be administered through the City, and the Commissioner of the User Department is assigned responsibility for soliciting, authorizing and implementing services under the Agreement. The Consultant agrees to furnish services for assigned work items or tasks upon written authorization to proceed from the User Department Commissioner or his/her designees. Said designees shall have the authority as the Director in regard to authorization and administration of services as described throughout this Agreement. In the event the City shall require performance of any services covered by this Agreement, it shall request from the Consultant a proposal detailing the scope of services, the schedule for completion of such services, and the fee budget based upon the hourly rates established in the Agreement. Upon mutual acceptance of the work item proposal, the City represented by the Commissioner of the User Department using the services, and the Consultant shall develop and execute a Work Authorization that shall specify the scope, schedule and compensation for the services. The Work Authorization shall be covered by the terms and conditions of this Agreement. On occasion the City may ask the Consultant to perform design services for the renovation or new construction of a free-standing facility. On such occasions, the City may require the agreement to be a more detailed scope of services, which shall be provided to the Consultant prior to the Consultant's preparation of a proposal. This more detailed scope typically will be in accord with the Scope of Services contained in the AIA B-101 and D200 documents.

Changes in the scope of service or compensation established in the Work Authorization will not be allowed unless approved in writing by the Commissioner or designee through addenda or supplemental authorizations.

3. Project Administration and Coordination

The Consultant, through a designated Contract Manager, will be responsible for the administration and coordination of all design, engineering and construction administration and miscellaneous consultant services. The Consultant shall have only one designated Contract Manager for billing purposes. This management will be such that the design and construction processes are executed through direct relationships, in an efficient and cost effective manner, and within established schedules and budgets. The Contract Manager will be responsible for designating the project teams and associated project managers for the assigned work items, and establishing the design budgets and schedules. These team and management designations will be dependent on the particular design emphasis of each project. For example, if the Consultant were assigned new construction, a major renovation or build-out project, the City would expect a multi-disciplined team typically directed by the architectural Project Manager. Yet, if the Consultant were assigned a project calling only for an HVAC upgrade, the City would expect the mechanical engineer responsible for the design to be the Project Manager, even if the engineer is a sub-contractor. There cannot be more than one Project Manager associated with a Work Authorization. A designated Project Manager also may be allowed to assume some of the role of the Contract Manager as a liaison and coordinator with the City. This approach can reinforce direct communications and reduce administrative overhead.

4. Interior Design Services

Interior design is meant in the broad sense, and is listed here because many of the projects implemented by the Department will be interior build-outs, re-configurations and renovations. Services the Consultant may be expected to provide include programming, space planning, interior layout and design, millwork plans and elevations, specification of equipment, furnishings, finishes, accessories, hardware, signage; mechanical and electrical engineering needed to support interior space changes.

5. Building Design Services (Conventional)

Conventional building design services may be utilized on projects ranging from small additions and renovations to new construction projects of up to \$10 million in value. Services the Consultant may be expected to provide include comprehensive architectural design of buildings or design of certain building elements (i.e. roofs, canopies, window systems, facades, etc.); interior layout, design and finishes; specification of furniture, equipment, specialties and accessories; civil engineering; structural engineering; and design/engineering of all building electrical, plumbing and HVAC systems.

On occasions when the Consultant may be requested to provide comprehensive architectural/engineering services for new construction projects, the City may provide the Consultant with a more detailed scope of services upon which to prepare its proposal. Said scopes of services shall be considered contractual requirements.

6. Building Design Services (Pre-Engineered)

The department is sometimes involved in developing lower cost pre-engineered buildings for shops and storage facilities. Services the Consultant may be expected to provide include preparation of building layouts, mechanical/electrical/plumbing system plans and technical specifications that are all in sufficient detail to enable the City to solicit bids for small pre-engineered buildings either as design/build packages or as straight construction.

7. Site Design Services

The department may occasionally need assistance in land planning and civil design. Services the Consultant may be expected to provide include site surveying, development of schematic master plans, development of site plans, design of vehicular and pedestrian circulation systems and parking lots, design of storm and sanitary sewers serving building sites (also analysis and recommendations on storm drainage problem areas), design of grading plans with contours and cut/fill calculations, design of landscape planting and irrigation, design of outdoor hardscape surfaces associated with buildings, and design of exterior lighting systems. Site Design elements may be stand-alone tasks or services in association with Building Design Services.

8. Structural Engineering Services

In addition to structural engineering associated with building design, the Consultant may be expected to perform other structural engineering tasks. These services include inspections, analyses, and engineering recommendations associated with floor loading issues, building settlement and foundation problems, concrete cracks and failures, and other structural problems or issues.

9. Mechanical and Electrical Engineering Services

In addition to mechanical and electrical engineering associated with building and interior design, the Consultant may be expected to perform other related engineering services. These services include but are not limited to: 1) analysis of HVAC plant, distribution and controls problems in existing facilities, preparation of engineering recommendations, and monitoring of improvements and modifications; 2) engineering, and preparation of construction drawings and specifications for small scale HVAC system installations and replacements; 3) technical assistance to the department's building engineer and HVAC technicians in troubleshooting HVAC problems and malfunctions; 4) electrical engineering and design associated with expansions and extensions of electrical power and lighting systems; 5) electrical engineering associated with low voltage electrical systems such as security systems,

fire alarm systems, card access systems, and CCTV; and 6) plumbing engineering associated with water and sanitary systems and fire protection.

#### 10. Cost Estimating

The City will provide the Consultant a proposed budget for projects that are assigned. Nevertheless, the Consultant may be requested to further define such budgets through more detailed cost estimating carried out concurrently with the design process. This cost estimating will be a means of ensuring budgetary discipline throughout the project development process. In providing comprehensive architectural/engineering services for conventional new construction, the Consultant will be requested to provide cost estimating services associated with each design phase. The City may also require cost estimating services associated with new project planning and budgeting, and will call on such from the Consultant.

#### 11. Value Engineering

Because of the small scale and relatively low budgets of many of the projects covered by these services, the Consultant will assist the City and the selected contractors in achieving the greatest value for the least cost. This assistance will include determining economical, straightforward, and time-efficient construction methods and selecting readily available and low to medium cost materials that have relatively long useful lives and ease of maintenance and service. The Consultant will be expected to emphasize value engineering in design and construction administration.

#### 12. Procurement and Construction Administration Services

Construction administration services that will be expected of the Consultant include: making the submissions and handling the review process necessary to acquire building and site development permits; attending pre-bid conferences as required; evaluating bids and recommending contract awards; conducting pre-construction conferences as required; conducting regular site inspections and attending project meetings as required; providing observation of contractors' operations and work to determine compliance with plans and specifications, quality of workmanship and progress; providing review of contractors' shop drawings and other necessary submittals; processing payment applications; answering contractors' requests for information or document clarifications and assisting in the resolution of design or construction problems that arise in the course of the projects; evaluating and recommending construction change orders; participating in final inspections of projects to determine compliance with contract documents; and assisting in closing out projects through processing warranty packages, certificates of occupancy and record documents. These services may be detailed more specifically in scopes of services associated with Building Design Services.

#### 13. Peer Reviews

The City is involved in large-scale capital construction projects that follow a traditional design/bid/build sequence. The workload is such that staff does not

always have the time or capabilities to review designs and construction documents for quality control. Thus, the Commissioner of such User Department may call on the standby services Consultant to provide peer reviews of design documents at various stages. In these reviews, the Consultant will be asked to critique the drawings of all design disciplines and provide written reports and comments to the City.

#### 14. Special Services

At the request of the City, the Consultant may be requested to provide special services or technical tasks that require sub-consultant services that are not described herein or included in the proposal fee schedule. In these situations, the Consultant shall provide separate cost proposals from these specialized sub-consultants under the cover of its own proposals and shall bill for these services as Reimbursable Expenses. These special services may include, roofing consultants and inspectors, Leadership in Energy and Environmental Design (LEED) consultants, commissioning agents, specialists in energy management or energy retrofits, specialists in A/V systems, lighting, kitchens, hardware, etc. and others as required.

#### 15. Building and Systems Assessments

The City is involved in the development of an Asset Management system that requires the inventory and assessment of many of the City's facilities and the systems internal to those facilities. The City may call on the Consultant for field inspections, data gathering and related services in support of this effort. The City also will be utilizing this system for the refinement and enhancement of its Five-Year Capital Maintenance Plan. This planning effort may require use of the Consultant for building/systems condition reviews and analyses, associated project development, and scheduling, and project cost estimating.

#### 16. Performance of Duties

The Consultant shall perform its Services as expeditiously as is consistent with the professional skill and care and the orderly progress of design, engineering and construction involved in the assigned projects. When requested by the City, the Consultant shall submit for the City's review and approval schedules of performance for the Consultant's services. Schedules shall be mutually agreed upon by the parties to the Agreement, and shall be mutually adjusted as the services proceed.

#### 17. Services Provided by the City

The City shall provide to the Consultant information regarding the requirements of each work item or project, including the program, criteria and standards as applicable. The City shall also cooperate in inspections, surveys, interviews and work sessions necessary to determine or define said requirements.

The City shall designate a representative authorized to act on the City's behalf with respect to the assigned work items or projects. The City or such authorized representative shall examine documents submitted by the Consultant and shall render



decisions within a reasonable time so as not to delay the progress of the Consultant's services.

As applicable and required for the guidance of the Consultant's services, the City shall establish and update construction budgets for the assigned work items.

As required by the scope or nature of a work item, the City shall furnish the services of geotechnical engineers. The services of geotechnical engineers may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including reports and appropriate professional recommendations. The services, information and reports required shall be furnished at the City's expense and upon the City's agreement.

The City shall upon the request of the Consultant, guarantee access to and make necessary provisions for the Consultant to enter upon the sites of projects as required by the Consultant to perform Services under this Agreement.

## **2.0 STANDARDS OF PERFORMANCE; APPLICABLE TO SERVICES**

Consultant agrees that the services provided herein shall conform to the professional standards of care and practices customarily expected of professional design firms engaged in performing comparable work, that the personnel furnishing the Services shall be qualified and competent to perform adequately the Services assigned to them; and that the recommendation, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment to the extent required by applicable law. Consultant's employees must hold appropriate professional Georgia licenses.

## **3.0 COORDINATION**

3.1 The Consultant is responsible for the following:

3.1.1 The Consultant will coordinate all work elements. Project coordination shall be done in a manner to ensure that the varying project components are technically and functionally consistent.

## **4.0 CITY'S RIGHTS TO REVIEW AND REJECT**

4.1 Any Contract Drawings and Technical Specifications and other documents or items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the User Department Commissioner or his/her designated representative. The designated representative may disapprove, if in his or her sole opinion the items are not in accordance with the requirements of this Contract, sound architectural/engineering principles, or are impractical, non-constructable, un-economical or unsuited in any way for the purposes for which the contemplated construction is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall revise the items until they meet the approval of the designated representative. However, the Consultant shall not be compensated under any provision of this Contract for repeated performance of such disapproved revisions.

4.2 No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Contract to furnish in accordance with an agreed upon schedule a complete, practical, economical design and Contract Drawings and Technical Specifications. This includes, but is not limited to corrections, and changes which are best suited for the contemplated construction, which are to be done in accordance with sound engineering principles and are signed and sealed by a Professional Architect or Engineer, licensed in the State of Georgia.

## **5.0 INITIATION OF SERVICES**

5.1 If the City requests that Consultant perform Services under this Contract, the City will give Consultant fifteen (15) days prior written notice setting forth City's proposed Scope of Services. Consultant must respond to City in writing within fifteen (15) days after receipt of City's proposal for Services, including submittal of estimate of the costs associated with the Services, and other details necessary for the proper performance of the proposed Services. The City may accept or reject the proposal or decline to pursue such Services if it is in the best interest of the City.

5.2 Consultant must prepare and submit to City a detailed cost estimate specifying the hours and costs required for each of the Services. For a design project, this estimate shall be based on a breakdown of anticipated drawings to be produced, the various phases of design and all supporting tasks necessary to develop the final construction documents. In addition to charges for labor, Consultant must, if appropriate, indicate the costs for sub-consultants, reproduction and any other out-of-pocket expenses expected to be incurred. The City reserves the right to validate Consultant's cost estimate prior to acceptance.

5.3 After Consultant's development of a cost estimate, the City may enter into negotiations with the Consultant regarding those Services and the compensation that will be paid for the Services.

5.4 Negotiations will be based upon the data submitted by Consultant and an evaluation of the specific work hours required for each Service.

5.5 Based upon its own independent cost analysis, the City may identify differences in the work hour estimates and reject any cost proposals submitted by Consultant, or request modifications to those cost estimates. Before a Work Authorization for Services is issued, if at all, the City and Consultant must reach a mutual agreement concerning the scope and costs of the Services.

5.6 If the City and Consultant reach an agreement concerning the Scope of Services and the not to exceed amount of compensation, a Work Authorization supported by appropriate legislation appropriating funding for the compensation for the Services will be issued by the City. The City may cancel any Task Order or NTP at any time for its Convenience if it's in the best interest of the City. If any Task Order is cancelled prior to completion, the City will pay for authorized work that has been satisfactorily completed.

5.7 The City may cancel an outstanding NTP or Task Order at any time at the City's convenience if it is in the City's best interest. Upon the cancellation of an outstanding NTP, the City will pay the Consultant for any authorized work which has been satisfactorily performed up to and through the date of cancellation.

**6.0** Intentionally Omitted.

## **7.0 BASIC SERVICES**

7.1 It is understood and agreed by the Consultant that the services performed under this Contract shall include, but are not be limited to, those services described below and the extent desired by the City. The Consultant's Basic Services include normal architectural, civil, structural, mechanical, fire protection, electrical engineering and specialty services. The Consultant shall perform all services and make all submittals and deliverables in accordance with the City's "Policies and Procedures" which includes but not limited to sections for Design Guidelines Manual, Quality Procedures, Program Control Procedures and Project Management Manual adopted by the City of Atlanta for all phases of the project

7.2 The Consultant's Basic Services consists of the following design services phases:

**7.2.1 Schematic Design Phase.** The Consultant's scope of work during this project phase shall be to provide Schematic Design documents based upon the approved program, design and construction schedule and construction budget established during the Planning Phase. The Consultant must first review the scope and program along with other supporting information and confirm that the construction budget and project schedule is adequate to meet the project scope. The Schematic Design Documents shall establish the conceptual design for all components of the project by means of drawings, models and 3-D animations, lists of assumptions, updated programmatic criteria, Basis of Design Reports, Preliminary Design calculations, preliminary cost estimates, and project schedules. Provide a utility usage validation report.

The Schematic Design documents shall validate the conceptual design of the project illustrating the scale and relationship of the project components by providing:

Layout plans, to the extent necessary, to show the overall dimensional configuration and constraints of the facilities to be provided. The layouts shall show two and three-dimensional relationships of flow and function required in the facility sufficient for operational review and approval.

Cost estimates reflecting recent cost factors, cost of escalation impact factors and phasing schedules showing how the proposed facility must be integrated into operational, funding, and/or other project design and construction schedules.

Project schedules reflecting the proposed design and construction time frames necessary to complete the project.

#### **7.2.2 Design Development Phase.**

7.2.2.1. The purpose of this submittal is for the City to determine if the approach of the Consultant reflects a thorough understanding of the design task at the earliest feasible stage in the design process. All major design concepts, systems, materials and features will have been defined, plus costs, schedule and phasing (including interface with adjoining or impacted projects), to achieve project objectives, so that all critical, major design decisions are made, approved and documented. Based upon the approved Schematic Design Submittal, the Consultant shall provide Design Development documents that illustrate and describe the components of the project, establishing scope, cost, relationships, forms, size, appearance and quality.

7.2.2.2. Based on the approved Schematic Design Documents and any adjustments authorized by the user Department in the program, Project budget, or Project schedule the Consultant shall prepare, for approval by the City of Atlanta, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to civil, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

7.2.2.3. The Consultant shall incorporate all previous review comments.

7.2.2.4. The Consultant shall submit to the City a Statement of Probable Construction Costs and an updated Project schedule.

#### **7.2.3 Construction Documents Phase.**

7.2.3.1. **Construction Documents (Final – 100%).** This submittal shall comprise completed construction Contract documents, satisfying all previous review comments and suitable for public bidding and construction. Final quality control elements performed by the Consultant such as inter- discipline coordination, peer reviews and document and calculation checking have been completed and incorporated. Any work remaining at this stage should be only minor corrections to resolve any discrepancies discovered during the final review. Included as part of this design submittal shall be a proposed construction schedule and estimate that lists all items by specification section that is to be submitted for review and approval.

7.2.3.2. **Construction Documents (Corrected Final).** This final submittal of all construction contract documents and all outstanding actions and work shall incorporate all review comments by the Final Review. This set shall be to demonstrate compliance with all remaining comments. Deliverables include the

Consultant annotated response to design review comments; an original signed letter by the Architect- or Engineer-of-Record certifying that the design as submitted is in accordance with prevailing and applicable codes; a complete list of all drawings submitted for final Code review; the final cost estimate; the construction submittal schedule; the construction schedule, including phasing; and final specifications, drawings and calculations. All items shall have appropriate State of Georgia Engineer or Registered Architect Seal affixed with signature super-imposed.

- 7.2.3.2.1. The Consultant shall submit to the City a Statement of Probable Costs and the Consultant shall advise the City of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
- 7.2.3.2.2 The Consultant shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Projects and specifically in obtaining any and all necessary permits required for approval and/or construction.
- 7.2.3.2.3. The Consultant shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies, as directed by the City.
- 7.2.3.2.4. The Consultant shall incorporate all previous review comments.
- 7.2.3.2.5. The City has prepared and is utilizing a set of construction standards entitled Construction Standards that will apply to services and work performed under this agreement. The Facilities Construction Standards apply to design, construction and installations associated with:
  - New building construction;
  - Significant building and interior space renovations;
  - Replacements or upgrades of major building systems, equipment, and/or building components associated with maintenance and capital funded asset renewal.

The Standards apply to all vertical enclosed and conditioned structures intended for human occupancy/utilization and all similar structures for materials and equipment storage that are larger than 500 sq. ft. The Standards are developed and organized in accordance with the Construction Specifications Institute's specification categories. A copy of the Standards will be provided to the Consultant to utilize for the duration of the Agreement. The City will expect the Consultant to adhere to these Standards in its work, but also to provide feedback and input to the City that can be used for revising and updating the Standards as needed to meet the City's objectives and stay consistent with changes in industry standards and new building technologies.

In addition to requiring adherence to the COA Facilities Construction Standards, the City also requires that the Consultant adhere to the requirements of the City for meeting environmental sustainability objectives. These specific standards include the following:

- LEED Policy for New Construction
- Energy Star Policy for New Construction
- LEED and Energy Star Policy for Renovations
- High Efficiency Plumbing Fixture Policy
- Landscaping Practices Policy
- Envision (project rating and analysis tool)

All of these specific requirements are referenced and contained within the City's Facilities Construction Standards.

#### 7.2.4 **Bid and Award Phase**

7.2.4.1. **Bidding Documents** – Consultant shall certify that the bidding documents comply with all project requirements, previous review comments and permitting agency or other authority having jurisdiction requirements, including any previously received comments from the User Departments, and any other Local, State and Federal Agency having jurisdiction. Re-submittal for review is not normally required unless critical deficiencies remain unresolved from the Corrected Final Document review.

7.2.4.2. **Procurement Documents** – Prepare procurement Documents to be used for normal bidding, Purchase Order or On-Call Assignment contracts.

7.2.4.3. **Addenda** – Prepare all necessary addenda as required to revise the bid documents.

7.2.4.4. **Bid Analysis** – The Consultant may provide bid analysis of bid documents furnished by the City and develop a report outlining bidding discrepancies and pricing differences from the Consultant's Architect's or Engineer's Estimate compared to bid/proposal estimates.

7.2.4.5. **Permitting** - Prepare permitting/filing documents that have been conformed to include all addenda issued during the bid period. The permitting/filing documents shall be filed at the conclusion of the bid period by the City, on behalf of the Consultant, with all regulatory agencies and authorities-having-jurisdiction. The Consultant shall assist the City, as required, with the preparation of any permit applications/filing paperwork and shall participate in any meetings required by the reviewing agencies and authorities-having-jurisdiction. The Consultant shall revise any documents, as required, to obtain approvals of the reviewing agencies and authorities having jurisdiction.

7.2.4.6. **Issued for Construction Documents** - Prepare conformed contract documents, stamped "Issued for Construction." All interim revision clouds,

descriptions and revision triangles shall be removed and the revision block shall be updated to revision 0 with the issued date and “Issued for Construction” description that have been revised to include all addenda issued during the bid period and any changes required by final regulatory agency and authority-having-jurisdiction review comments.

## **7.2.6 Project Commissioning, Start-Up and Testing**

7.2.6.1.1. Commissioning is a systematic process of ensuring that all building systems perform interactively according to the design intent and the City’s operational needs, and that new or renovated facilities are ready for transition from construction to operation with minimal disruption and negative impact to users and operators. This is achieved by beginning at the design phase with documented design and operating intent and continuing through the construction and acceptance with actual verification of performance. The Project Manager/Construction Manager shall coordinate all start-up requirements with the Consultant to ensure they are properly identified in the Contract technical specification sections. The Consultant’s basic services shall consist of:

7.2.6.1.1.1. Reviewing and approving/disapproving the Contractor’s performance test procedures and start-up procedures.

7.2.6.1.1.2. Reviewing and approving/disapproving the Contractor’s Test Reports and Certificates.

7.2.6.1.1.3. Reviewing and approving/disapproving the Contractor’s Equipment Inventory sheets.

7.2.6.1.1.4. Reviewing and approving/disapproving the Contractor’s computer program submittals.

7.2.6.1.1.5. Reviewing and approving/disapproving the Contractor’s training plan and training.

7.2.6.1.1.6. Witnessing equipment and systems testing and start-up.

## **8.0 RESOURCES AND COST LOADED DESIGN SCHEDULE**

8.1 Submittal of Resource and Cost Loaded Design Schedule. Consultant shall, within ten (10) calendar days of Contract Notice to Proceed and before the first progress payment is made, submit to the City’s Representative for his written approval a Resource and Cost Loaded Design Schedule. The Consultant shall use Primavera Project Planner (P6) for all schedule submittals on this Contract. The Consultant shall submit the Resource and Cost Loaded Design Schedule in an electronic format acceptable to the City’s Representative. The Resource and Cost

Loaded Design Schedule submittal shall contain an Early Start Bar Chart plot and a Precedence Network Diagram plot using the critical path method (CPM) to show each individual essential activity in sequence to meet the Contract Milestones set forth in a Task Order. The diagram shall show progress to date, durations, and dependencies including items to be furnished by the City. It shall show total project float and portray the complete and continuous critical path throughout the project. Float shall not be considered to be for the exclusive benefit of either the City or Consultant. Extensions of time for performance required under other Contract clauses shall be made only to the extent that equitable time adjustments for affected activities exceed the total float available along their paths.

**8.2 List of Activities.** The activity listing shall show the following information for each activity on the diagram:

- 8.2.1 Identification by activity number;
- 8.2.2. Description of the task or event;
- 8.2.3. Duration;
- 8.2.4. Cost and resource loadings for all scheduled activities;
- 8.2.5. Notes, caveats, assumptions;
- 8.2.6. Earliest start and finish dates;
- 8.2.7. Latest start and finish dates; and
- 8.2.8. Progress, physical percent complete and actual remaining duration.

**8.3. Narrative Description.** In addition Consultant shall submit a complementary and detailed narrative description of its plan for performing the Work. The narrative description shall summarize the overall approach to design sequencing.

**8.4. Schedule Changes.** Consultant shall not make any changes to the approved Resource and Cost Loaded Schedule without written approval from the City's Representative. Any revisions to the Resource and Cost Loaded Schedule must meet the requirements for completion of all or any separable part of the Work as set forth in this Contract.

**8.5.** Consultant shall submit to the City's Representative periodic reports in writing on the actual progress. Such progress reports shall include the following:

**8.5.1.** Monthly - Copies of the approved Resource and Cost Loaded Schedule showing actual progress to date for each activity, as compared to planned progress;



8.5.2. Monthly - A job hour comparison by task of actual versus planned staffing;

8.5.3. Weekly - A rolling four-week detailed schedule showing, by day, one- week actual progress and a three-week look-ahead forecast. Variation from approved Resource and Cost Loaded Schedule and plans shall be noted and rationalized;

8.5.4. Weekly - Prepare a weekly report of labor productivity on items of the Work selected by the City's Representative. Compare actual versus planned job hours. Variation from approved schedules and plans shall be noted and rationalized.

**8.6. Copies of Schedules and Reports.** Schedules and reports shall be furnished in two (2) copies and on diskettes or as specified by the City's Representative. All scheduling files used in progress reporting shall become property of the City.

**8.7. Task Order and Reporting.** The Work shall be separated into Task Packages. The Consultant shall provide a breakdown of the Work to be accomplished in the Task Orders. A Task Order is a definitive area, component, group of components or combination thereof of the Work.

The Consultant's Task Order submittal shall be reviewed and approved by the Engineer.

Each Task Order shall have a start and completion date derived from the early start and early finish dates of the cost loaded CPM schedule. All schedule activities are to be coded by Task Order. The Task Orders as a minimum shall include:

8.7.1. Schematic Design

8.7.2. Detail Design Development

8.7.3. Contract Documents

8.7.4. Design during Construction

## **9.0 PLANNING SUPPORT SERVICES**

9.1. The services in this section must not be construed as an obligation on the part of the City to utilize the Contractor for Planning Services. If required, the Contractor will perform Planning services to a level of detail as directed by the User Department Director's, including preparation of Planning and/or functional design documents.

## **10.0 ESTIMATING REQUIREMENTS**

10.1. **Estimating Specification: General Requirements.** This section provides general guidelines for developing estimates that provide the "to be expected" cost for specific services and products required by the City. Cost estimates are to be

developed for specified professional services, construction services and products that are required to complete a specified task that when implemented, provides the desired final usable product.

- 10.2. This section applies to the development of cost estimates for services, products and construction services based on solicitations for services, and Schematic, Concept, Planning, Design, Construction, Change and Claim documents which are to be used for scope definition and quantification of the work to be completed.
- 10.3. All services provider may be required to provide alternative estimates at any stage of a project's development life, those estimates shall be prepared based on the stage of the project development life. The alternatives estimates shall comply with the appropriate procedure commensurate with the stage of the project.
- 10.4. The estimates shall be computerized by the Consultant utilizing the latest version of "Success Estimator" software developed by US Cost Inc., of Atlanta, GA. It is expected that the Consultant shall have sufficient capabilities to perform this Work. Any and all costs incurred by the Consultant in researching and/or educating its personnel in "Success Estimator" and/or the systems to be utilized in this project are to be borne by the Consultant and will not be reimbursed by the City.
- 10.5. The Consultant shall provide an estimate of the construction costs (Consultant Construction Estimate) to accompany each deliverable task set forth in the Consultant's Task Order. Each Consultant Construction Estimate shall be prepared and submitted to the Project Manager with the task deliverable and shall include, but not be limited to, the following:
  - 10.5.1. Consultant Construction Estimate shall be developed in accordance with the latest version of "Estimating Desk Top Procedures Handbook" available from the Planning and Development Estimating Group.

## **11.0 PROJECT DOCUMENT TRACKING AND CONTROL SYSTEM**

- A. The Consultant shall utilize the City's Project Document Tracking and Control System ("DTCS"). The primary function of the system is to control and manage all documents generated during construction of the project and to facilitate timely processing and approval of all contract documents in coordination with the overall Project Schedule.
- B. The DTCS utilizes Oracle Unifier or approved equal software for document tracking and control. The Oracle Unifier software will:
  1. Facilitate communication among the Owner, Engineer and Contractor;
  2. Facilitate turn-around time with regard to responses and approvals;

3. Provide a central location for all Project information to facilitate all Project participants in performing their tasks based on the latest Project data;
  4. Provide a standard system of project administration with accountability.
- C. The DTCS also utilizes Lynx Photo Management software for control and management of all construction photography.
- D. The Contractor shall be required to utilize the web-based DTCS system that resides on the City's server to generate documents in the proper format for submission to the Engineer. The Contractor shall access the system through the internet using a compatible web browser from the Contractor's administrative field office location, and/or other locations where work associated with the Project is being performed.
- E. The Contractor shall be required to generate project documents and records utilizing the DTCS. The Contractor shall be required to transmit and submit the project documents within the DTCS to the Engineer.
- F. The Contractor shall utilize a high capacity scanner capable of scanning 11-inch x 17-inch documents, double sided, on site for the entire duration of the Project. All documents shall be scanned in and attached to the appropriate Oracle Unifier document, including submittals, shop drawings, operating and maintenance manuals and all other documents requested by the Engineer.
- G. The Contractor shall utilize the DTCS to create and maintain project documents, including, but not limited to the following:
1. Company Directory: Addresses, Phone Numbers, Personnel Contacts, etc.
  2. Drawings Log: Current Drawing revision log
  3. Submittals (Integrated with Project Schedule through Activity codes)
  4. Transmittals
  5. Requests for Information and Answers (RFIs)
  6. Change Documents, including:
    - a. Requests for Proposal (RFPs)
    - b. Work Authorization Requests (WARs)
    - c. Work Authorizations (WAs)
    - d. Change Order Requests (CORs)
    - e. Change Orders (CO)
    - f. Design Clarifications (DC)

7. Daily Reports (Daily Diaries)
8. Field Decisions & Clarification Memos
9. Notice of Non-Compliance
10. Construction Issue Memos
11. Punch Lists
12. Meeting Minutes and Agendas
13. Correspondence
14. Work Plans
15. Start-up Plans
16. Equipment Operation and Maintenance Training
17. Progress Payment Applications

#### **11.1 TRAINING**

- A. The Consultant shall include the cost in his bid to pay for and attend a 2-day training session on the operation of Oracle Unifier, provided by an Oracle authorized trainer. The Consultant shall also be responsible for the cost of training for additional members of their firm or future retraining, as may be deemed necessary by the Consultant. The Consultant may contact an Oracle representative at 1-678-468-2788 or 1-860-308-1448
- B. The Consultant shall also include in his bid the cost to pay for and attend a one day training class for the Lynx Photo Management software. The Consultant may contact a Lynx Photo Management representative at 1-877-955-7711 Extension 87.

#### **11.2 SOFTWARE SUPPORT**

- A. The Consultant shall purchase at least (5) Oracle Unifier licenses on behalf of the City for use during the project. Oracle Unifier shall be used for the duration of the contract. At the completion of the project the licenses will be de-activated from the City's system
- B. The Consultant shall purchase at least (5) Lynx licenses on behalf of the City for use during the project. At the completion of the project the licenses will remain the property of the City.
- C. The Oracle Unifier software shall support the following E-mail programs, and the Contractor shall utilize:

1. Microsoft Outlook 2007

## 2. Microsoft Outlook 2013

- D. The Consultant shall also include in his bid the cost to pay for troubleshooting and maintenance of the DTCS. Troubleshooting, maintenance, upgrade, configuration, and set up shall be performed by Oracle or their authorized representative based on a scope pre-defined by the City of Atlanta. The Contractor shall utilize the custom data fields, dictionaries, and coding systems as required by the City of Atlanta.
- E. The Consultant shall meet with the City within 15 days after the Contract is awarded to discuss access requirements and the contractor's plan to utilize DTCS and execute the document control functions herein.
- F. The Consultant shall establish an internet connection using DSL or better to connect to the DTCS to permit the forwarding and receipt of documents.
- G. Access through the internet to the DTCS shall be operational within 30 days following the kickoff meeting. This must be operational from the Consultant administrative office and the City's project office.

### **11.3 CORRESPONDENCE**

The Engineer shall monitor and manage the correspondence, Non-Compliance Notices, Field Decisions & Clarification Memos and Construction Issue Memo logs. The Consultant shall be responsible for generating Project correspondence within the DTCS, and forwarding the correspondence to the City.

### **11.4 TRANSMITTAL LOG**

The Consultant and the City will monitor and manage the transmittal log. All Project transmittals shall be created electronically, automatically sequentially numbered and logged into the DTCS system as they are created. The Consultant is responsible for utilizing the system to create transmittals for items transmitted to the Engineer and other subcontractors.

### **11.5 REQUESTS FOR INFORMATION AND ANSWERS**

The Consultant shall be responsible for generating RFIs on the DTCS system. The Consultant shall notify the City when an RFI is submitted. The City will monitor and manage the RFI log. The City will generate an Answer document in response to each RFI and forward it to the Consultant. The DTCS will track "Ball in Court" for all RFIs and Answers, as well as date of original generation and response date. In addition the RFIs will reference the relative specification section and Drawings. The DTCS will identify the date of the request and the originator, responsible party for a response and the date of the response.

## **11.6 CHANGE DOCUMENTS**

Change documents include Request for Proposals (RFPs), Work Authorization Requests (WARs), Work Authorizations (WAs), Change Orders Requests (CORs), and Change Orders (COs). All change documents will be monitored and managed by the City utilizing the DTCS. The DTCS will track “Ball in Court” status of all change documents.

## **11.7 DAILY REPORTS**

The Consultant Inspector shall be responsible for creating daily reports utilizing the DTCS. The Consultant Inspector shall enter the Daily Reports into the DTCS by 10:00 a.m. of the subsequent day that a construction contractor or any subcontractor performs work. All daily reports shall be logged into the DTCS by the Consultant. The Consultant shall also provide one signed hard copy of all daily reports on a weekly basis. Required information for each report shall include Contractor, Date, Day, Temperature, Precipitation, Sky, Wind, Work Activity, Equipment, Field Force, Visitors, Materials, and Scheduled Activities utilizing the Primavera schedule activity codes. Daily reports which fail to link work activities to the active Primavera schedule will not be acceptable.

## **11.8 PUNCH LISTS**

The City and Consultant shall monitor and manage punch lists, and shall create punch lists to be forwarded to the Contractor. The Consultant shall address the punch list items that have been assigned to the Contractor and forward updates to the City. Once accepted as complete, the City will access the punch list in the DTCS and close it out.

## **11.9 MEETING MINUTES AND AGENDA**

The Consultant/City shall monitor and manage the meeting minute process. The Consultant shall forward meeting minutes to the City electronically. The Consultant shall log the meeting minute items into the DTCS within 3 days of the meeting date.

## **11.10 APPLICATIONS FOR PAYMENT**

- A. All pay applications and schedule of values shall be developed as defined in the Special Conditions.
- B. The Consultant shall be responsible for creating pay applications directly from the Oracle Unifier software and then submitting the applications to the City electronically along with hard copies at the end of each billing period. The Consultant shall also simultaneously submit a separate submittal of the updated progress schedule as specified in the Annual General Construction Services Agreement.
- C. Other additional information required with the pay application shall be as directed by the City.
- D. Maintenance of “As Built” record documents by the Contractor shall be verified by the Consultant/City before processing of pay applications. Failure of the Contractor

to maintain project record documents, maintain current and properly prepared daily reports or to submit the updated project schedule as specified in Annual General Construction Services Agreement shall be cause for rejection of the pay application.

#### **11.11 LYNX PHOTO MANAGEMENT SOFTWARE**

- A. The Lynx PM software shall be utilized by the City and the Consultant for the duration of the project. The daily construction photographs will be the permanent visual record of the pre-construction conditions, daily construction site activities, and the completion of construction work. The Contractor shall submit to the City no less than four (4) record photos for each activity ID listed in the project schedule per the last schedule update. Applicable photos shall accompany each pay application.

#### **12.0 CITY'S RESPONSIBILITY**

12.1 The City shall provide information, as available, regarding requirements for the Project including a program, which shall set forth the City's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements. Notwithstanding anything contained in this RFP, the City reserves the right, at its sole discretion to enter into architectural, engineering and design agreements with consultants other than Consultant and any of its sub-consultants named in the Services Agreement. There is no guarantee of work in this RFP. The City's designee will promptly render any decision necessary for the orderly progress of the work. The City will furnish to the Consultant any information or materials in its possession which relate to a specific project as expeditiously as possible. The City reserves the right to remove from the Project, any personnel employed by the Consultant who is assigned to perform services for the City's Projects.

## **EXHIBIT A.1**

### **COMPENSATION**

#### **1. Compensation**

- 1.1. **General Compensation Terms:** Consultant will be compensated for Services pursuant to the terms of this Services Agreement and the specific Task Order associated with such Services.
- 1.2. **Potential Compensation Structure of Task Orders:** City may issue Task Orders to Consultant based upon any compensation arrangement allowed by Applicable Law including, but not limited to, the following:
  - 1.2.1. **Task Order Maximum Payment Amount; Lump Sum:** A Project under a Task Order may involve payment of a total lump sum amount to Consultant and a specific payment schedule, based upon negotiations between City and Consultant.
  - 1.2.2. **Task Order Maximum Payment Amount; Not to Exceed Amount:** A Project under a Task Order may involve payment of compensation up to a specific not to exceed amount, based upon specific fully-burdened hourly billing rates of personnel providing Services on the Project (in addition to or in alteration of those included on Exhibit A.1) and specific categories of reimbursable expenses, as negotiated between City and Consultant and included in the specific applicable Task Order.
  - 1.2.3. **Right to Audit:** For compensation purposes under this Services Agreement no salary or amount shall exceed the negotiated salary or amount received by said personnel or negotiated rate for a principal as of the effective date of this Services Agreement. The City reserves the right to approve and audit all personnel, amounts and salaries of said personnel performing services under this Services Agreement.
  - 1.2.4. **Certified Audit Report:** At the end of each calendar year, Consultant may be requested to submit a Certified Audit Report prepared in accordance with Federal Acquisition Regulations (FAR) following the format outlined in the Uniform Audit and Accounting Guide prepared by the American Association of State Highway and Transportation Officials, as it may be updated.

#### **2.0 Reimbursable Expenses:** Reimbursable expenses include:

- 2.1. Expenses of large format reproductions and handling of drawings, specifications and other deliverables and documents, excluding reproductions for the office use of Consultant and for its sub-consultants.



- 2.2. Expenses of renderings, models and mock-ups requested by the City.
- 2.3. Out-of-Town Travel, accommodations and subsistence charges for specialist sub-consultant provided, however that they must be approved in writing in advance by the City. Consultant must provide estimate of travel cost.
- 2.4. Travel to Atlanta as needed by the City. Prior approval by the City or his designee for travel by the consultant and any sub-consultants/contractors is required. Consultant must provide estimate of travel cost.
- 2.5. Additional Reimbursable Expenses may be added on a Task Order by Task Order basis when approved by the City.

**3.0 Non-Reimbursable Expenses.** Non-reimbursable expenses include, but are not limited to:

- 3.1. Printing and reproduction costs of documents for Consultant team use.
- 3.2. Computer time charges.
- 3.3. Plotting Time and expenses.
- 3.4. Overtime expenses unless pre-approved by the City.
- 3.5. Local in-town travel.
- 3.6. Cell phones and cell phone charges.
- 3.7. If an expense is not explicitly included in this Services Agreement as a reimbursable expense, it is a non-reimbursable expense.
- 3.8. Postage and shipping (including overnight express) charges.
- 3.9. Parking charges.

**4.0 Additional Provisions Concerning Reimbursable Expenses.**

- 4.1 Reimbursable expenses are to be included as part of the Not-To-Exceed fee for each Task Order, and shall not be invoiced separately.
- 4.2 All reimbursable expenses will be paid at cost. Pay request submitted by Consultant for reimbursable expenses must be accompanied by invoices and receipts and will be paid to Consultant upon approval by the City.

The City reserves the right to disapprove any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances required under this Services Agreement.

- 4.3 An amount equal to the premium payments for overtime work or night work, actually paid to partners, principals, architects, engineers, planners and other professional and technical employees for time actually spent by them in the performance of Services when such overtime or other premium payments have been demonstrated to be in accordance with Consultant's normal business practice and have been authorized in writing in advance by the City may also be reimbursed under this Services Agreement in writing. Premium time shall not accrue prior to the completion of **40 hours** per week of work by any given individual. Such premium payments to supervisory employees, who do not receive such payments in Consultant's normal business practice, shall not be given under this Services Agreement.
- 4.4 Consultant will be reimbursed for Consultant payments made to Sub-consultants for work at an amount equal to the amounts actually paid to the Sub-consultant. The City does not allow Consultant to receive a markup on a Sub-consultant payments as the management and administration of a Sub-consultant is contained in Consultant multiplier and resources allocated in an executed Task Order. Billing Rates for Classifications for Sub-consultants are established in **Exhibit A.1**.
- 4.5 Consultant shall keep, and shall cause any sub-consultants to keep, daily records of the time spent in the performance of Services by all persons providing Services under this Services Agreement, as well as records of the amounts of such rates and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures. Failure to do so shall be a conclusive waiver of Consultant's right to compensation for such services or expenses. City has the right to audit all such records.
- 5.0 Submittal of Invoices.** Consultant must prepare and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Task Order. Consultant must submit all invoices in original and three (3) copies to the Department representatives.
- 6.0 Format of Invoices.** All invoices submitted by Consultant must be in the format set forth in the applicable Task Order.
- 7.0 Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices.
- 8.0 City's Right to Withhold Payments.** The City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Consultant when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.

**9.0 Releases of all Claims.** City may, as a condition precedent to any payment, require Consultant to submit for itself, its sub-consultants, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Consultant must, in addition, furnish acceptable evidence that all claims have been satisfied.

**10.0 Acceptance of Payments by Consultant; Release.** The acceptance by Consultant of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Consultant for everything done or furnished for or relating to the Services for which payment was accepted, unless Consultant, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.

**11.0 Claims Against Consultant.** If there are claims filed against Consultant in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Consultant after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Consultant. If the amount of any withheld payment or other monies due Consultant under this Services Agreement is insufficient to meet any of those costs, or if any claim against Consultant is discharged by City after final payment under this Services Agreement is made, Consultant must promptly pay City all reasonable costs incurred by City concerning the claim after Consultant's receipt of written notice from City.

## **EXHIBIT A.1**

### **PROPOSAL FEE SCHEDULE**

The following hourly rates for personnel will be used for Services provided under the Agreement. Personnel assigned to a Project by the City will be billed for time spent during the monthly billing period at the following hourly rates. Provide justification for cost. **Rates for all 5 years will be taken into consideration for cost evaluation.**

<b>Classification</b>	<b>2015 Hourly Billing Rate</b>	<b>2016 Hourly Billing Rate</b>	<b>2017 Hourly Billing Rate</b>	<b>2018 Hourly Billing Rate</b>	<b>2019 Hourly Billing Rate</b>
Project Manager 4	\$	\$	\$	\$	\$
Project Manager 3					
Project Manager 2					
Engineer 10					
Engineer 9					
Engineer 8					
Engineer 7					
Engineer 6					
Engineer 5					
Engineer 4					
Engineer 3					
Designer 5					
Designer 4					
Designer 3					
Scientist 8					
Scientist 7					
Scientist 6					
Scientist 5					
Landscape Architect, Principal					

<b>Classification</b>	<b>2015 Hourly Billing Rate</b>	<b>2016 Hourly Billing Rate</b>	<b>2017 Hourly Billing Rate</b>	<b>2018 Hourly Billing Rate</b>	<b>2019 Hourly Billing Rate</b>
Landscape Architect					
Landscape Designer					
Architect, Principal					
Architect					
Interior Designer					
CAD Technician 4					
CAD Technician 3					
Construction Manager					
Resident Engineer					
Senior Field Engineer					
Field Engineer					
Construction Inspector					
Computer Aided Facility Management Systems Consultant Senior					
Land Acquisition Manager					
Appraiser 5					
Appraiser 4					
Appraiser 3					
Appraiser 2					
Graphics Designer					
Office Manager					
Administrative Assistant, Senior					
Administrative Assistant					

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This table is provided for purposes of negotiation. The City intends to finalize this table to include the base employee classifications necessary to render Services under this Services Agreement and the applicable fully burdened hourly billing rates, which will apply to all Services provided under any Task Order. The rates are to remain set at these levels for 2-years of the initial term. Consideration of increased billing rates based on the Consumer Price Index (CPI) will be given for the final year of the initial term and as part of the renewal option year(s). This table will be finalized and included in Exhibit A.1 attached to any Services Agreement awarded pursuant to this solicitation. Proponent should be prepared to present its audited overhead rates in support of the proposed billing rates.

Proponent may add additional employee classifications and fully burdened hourly billing rates that it may deem necessary to fulfill the requirements of the Scope of Services.

**EXHIBIT A.2**  
**MINIMUM QUALIFICATIONS**

**Exhibit A.2**  
**Minimum Qualifications**

<b>Classification</b>	<b>Minimum Years Experience</b>	<b>Minimum Qualifications / Work Experience</b>
Project Manager 4	15	Registered Professional Engineer in the State of Georgia. Managed at least 4 projects for the design or construction of large diameter deep rock water or wastewater conveyance or storage tunnels; water or wastewater pumping stations with a combined construction value of not less than \$80 million or at least 5 large commercial/office buildings, parking structures or renovation of existing buildings with a value of not less than \$40 million or 4 projects for the design of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements including 2 projects which completed the GDOT PDP through to authorized construction plans and which included multi-firm teams or Joint Ventures.
Project Manager 3	12	Registered Professional Engineer in the State of Georgia. Managed at least 4 projects for the design or construction of water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$40 million or large commercial/office buildings, parking structures or renovation of existing buildings with a value of not less than \$30 million or 3 projects for the design of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements including 1 project which completed the GDOT PDP through to authorized construction plans.
Project Manager 2	10	Registered Professional Engineer in the State of Georgia. Managed at least 3 projects for the design or construction of water mains or sanitary sewers, which included surveying, specification preparation, easement acquisition and permitting with a combined value of not less than \$20 million or at least 4 large commercial/office buildings, parking structures or renovation of existing buildings with a value of not less than \$20 million or 3 projects for the design of sidewalk, streetscapes, intersection improvements or bridge and/or roadway construction.
Engineer 10	15	Registered Professional Engineer in the State of Georgia. Tunnel Design Engineer in responsible charge of the design of at least 6 deep rock tunnel projects for water or wastewater storage or Engineer Specialist or Technical Specialist with high level expertise in odor control, process control or instrumentation for water or wastewater facilities.
Engineer 9	12	Registered Professional Engineer in the State of Georgia. Tunnel Design Engineer in responsible charge of the design of at least 6 deep rock tunnel projects for water or wastewater storage or Electrical/ Instrumentation Design Engineer in responsible charge of the electrical/instrumentation design of at least 4 water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$60 million or design of commercial municipal type building systems to include either Electrical, Mechanical, Civil, Digital System Engineering, and/or Structural components and systems for 4 or more multi story buildings and site of value not less than \$30 million.



<b>Classification</b>	<b>Minimum Years Experience</b>	<b>Minimum Qualifications / Work Experience</b>
Engineer 8	10	Registered Professional Engineer in the State of Georgia. In responsible charge of the design of at least 6 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$40 .million or design of major roadway/bridge projects with a combined construction value if not less than \$25 million.
Engineer 7	8	Registered Professional Engineer in the State of Georgia. In responsible charge or task leader for the design of at least 4 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$30 million or 4 projects for the design of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements.
Engineer 6	7	BS Degree in Engineering. Task or discipline leader for the design of at least 4 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$20 million or the design or the design or task or discipline leader for design of commercial grade, municipal type building systems to include either Electrical, Mechanical, Civil, Digital Systems Engineering, and/or Structural components and systems for 3 or more buildings and site of construction value not less than \$20 million.
Engineer 5	6	BS Degree in Engineering. Participated on the design of at least 4 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$15 million or 4 projects for the design of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements (including 2 projects which completed the GDOT PDP through to authorized construction plans).
Engineer 4	5	BS Degree in Engineering. Participated on the design of at least 2 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$10 million or 2 projects for the design of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements or comparable work in either civil, structural, mechanical, Digital System Engineering, or electrical disciplines for commercial building projects.

<b>Classification</b>	<b>Minimum Years Experience</b>	<b>Minimum Qualifications / Work Experience</b>
Engineer 3	2-3	BS Degree in Engineering. Works under direct supervision of a senior level engineer to perform lower level engineering tasks, including data collection, engineering calculations and field reconnaissance for water, wastewater, transportation, sidewalk or roadway projects.
Designer 5	12	Prepared sketched, layout drawings, reviewed equipment requirements and specifications for the design of at least 4 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with combined construction value of not less than \$20 million or 3 projects for the design of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements.
Designer 4	10	Prepared sketches, layout drawings, reviewed equipment requirements and specifications for the design of at least 4 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$20 million or 3 projects for the design or sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements.
Designer 3	8	Prepared sketches, layout drawings, reviewed equipment requirements and specifications for the design of at least 4 projects for water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$10 million or 2 projects for the design or sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements.
Scientist 8	15	Registered Professional Geologist in the State of Georgia. In responsible charge of the geotechnical investigations and preparation of Geotechnical Baseline and Design reports for at least 6 projects for tunnels, water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with combined construction value of not less than \$80 million.
Scientist 7	10	Registered Professional Geologist in the State of Georgia. In responsible charge or Task Leader of the geotechnical investigations and preparation of Geotechnical Baseline and Design reports for at least 4 projects for tunnels, water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with combined construction value of not less than \$60 million.
Scientist 6	8	Graduate of four year college with degree in Geology, Biology or related Science Field with experience in geotechnical investigations, Land Disturbance Permitting, Corps of Engineers Permitting or Environmental Information Documents for at least 4 projects for tunnels, water mains, sanitary sewers, water or wastewater pumping stations with a combined construction value or not less than \$40 million.

<b>Classification</b>	<b>Minimum Years Experience</b>	<b>Minimum Qualifications / Work Experience</b>
Scientist 5	6	Graduate of four year college with degree in Geology, Biology or related Science Field with experience in geotechnical investigations, Land Disturbance Permitting, Corps of Engineers Permitting or Environmental Information Documents for at least 4 projects for tunnels, water mains, sanitary sewers, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$20 million.
Landscape Architect, Principal	15	Registered Landscape Architect in Georgia with LEED Certification and responsible for management of at least 20 projects for the design of parks and recreation master planning and ' construction to include stream bank stabilization/rehabilitation and riparian/greenway corridor or comparable work with respect to site and/or campus for commercial building projects.
Landscape Architect	10	Registered Landscape Architect in Georgia with LEED Certification and worked on projects for the design of parks and recreation master planning and construction to include stream bank stabilization/rehabilitation and riparian/greenway corridor or 2 projects for the design of sidewalk, streetscapes, and/or roadway improvements.
Landscape Designer	5	Worked on at least 20 projects for the design of parks and recreation master planning and construction to include stream bank stabilization/rehabilitation and riparian/greenway corridor.
Architect, Principal	15	Registered Architect in Georgia with LEED Certification and responsible for management of at least 20 projects for the design of parks and recreation facilities or at least two commercial buildings construction or renovation with a value of at \$30 million.
Architect	5	Registered Architect in Georgia with LEED Certification and worked on projects for the design of parks and recreation facilities or at least two commercial buildings construction or renovation with a value of at least \$20 million.
Interior Designer	5	LEED Certification and worked on at least 10 projects for public facilities related to parks and recreation including spatial rearrangement of existing buildings and selection of interior finishes related to municipal buildings.
CAD Technician 4	10	Prepared CAD drawings for at least 4 projects for water mains, sanitary sewers, tunnels, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$20 million or 4 projects for sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements or comparable tasks for municipal building and site design on behalf of the City.

<b>Classification</b>	<b>Minimum Years Experience</b>	<b>Minimum Qualifications / Work Experience</b>
CAD Technician 3	8	Prepared CAD drawings for at least 2 projects for water mains, sanitary sewers, tunnels, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$10 million or 2 projects for sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements.
Construction Manager	15	Provided overall coordination and management of staff of Resident Engineers, Field Engineers, Construction Inspectors, Schedulers and Cost Estimators on program that included at least 4 projects for the construction of water mains, sanitary sewers, tunnels, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$80 million or 4 projects for sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements or comparable tasks for municipal building and site construction on behalf of the City.
Resident Engineer	15	Served as Resident Engineer on at least 4 projects for the construction of water mains, sanitary sewers, tunnels, water or wastewater treatment plant modifications or water or wastewater treatment pumping stations with a combined construction value of not less than \$40 million or 4 projects for sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements with responsibility for managing staff of Field Engineers and Construction Inspectors, Schedulers and Cost Estimators.
Senior Field Engineer	12	Served as Senior Field Engineer on at least 4 projects for the construction of water mains, sanitary sewers, tunnels, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$30 million or 4 projects for sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements with responsibility for reviewing contractor schedules, payment requests and directing the activities of Field Engineers and Construction Inspectors or comparable tasks for municipal building and site construction on behalf of the City.
Field Engineer	10	Served as Field Engineer on at least 2 projects for the construction of water mains, sanitary tunnels, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$20 million or 2 projects for sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements with responsibility for reviewing contractor schedules, payment requests and directing the activities of Construction Inspectors or comparable tasks for municipal building and site construction on behalf of the City.

<b>Classification</b>	<b>Minimum Years Experience</b>	<b>Minimum Qualifications / Work Experience</b>
Construction Inspector	12	Served as Construction Inspector on at least 2 projects for the construction of water mains, sanitary sewers, tunnels, water or wastewater treatment plant modifications or water or wastewater pumping stations with a combined construction value of not less than \$20 million or 2 projects for the construction of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements with responsibility for inspecting work for conformance with plans and specifications and maintaining daily Inspector reports or comparable task for municipal building and site construction on behalf of the City.
Computer Aided Facility Management Systems Consultant Senior	10	Consultant and/or project manager being capable of and experience with all aspects of Computer Aided Facility Management Systems setup and operations that meet the enterprise needs comparable with the entire multi campus facilities of the City of Atlanta for at least 4 years.
Land Acquisition Manager	15	Task leader overseeing all functions of right of way acquisition including appraisal, negotiation, relocation and pre-condemnation activities on at least 4 projects, two of which must have satisfactorily completed GDOT's PDP process through right-of-way certification.
Appraiser 5	10	<p>Approved to bid on and complete:</p> <ul style="list-style-type: none"> <li>a. Level I, II, or IV acquisition problems.</li> <li>b. Before and after acquisitions of improved properties of the most complex levels of difficulty, requiring an extensive and perhaps innovative analysis to determine value and/or potential damages. Examples of such appraisals may include: Partial acquisitions of non-residential property with partial mitigation of consequential damages, and partial and total acquisitions of residential properties such as regional shopping centers, transportation facilities, communication facilities, automotive dealerships, franchise restaurants, motels, hotels, and multi-family residences, office and industrial parks, or any other appraisal problem that would, in the judgment of the Right of Way Staff require an extraordinary analysis. A regional data search may be required.</li> </ul>
Appraiser 4	10	<p>Approved to bid on and complete:</p> <ul style="list-style-type: none"> <li>a. Level II or III acquisition problems.</li> <li>b. Before and after acquisitions of vacant land (all types) and single family residential structures with or without damages.</li> <li>c. Acquisitions of non-residential structures where no damages to the remainder are evident.</li> </ul>

<b>Classification</b>	<b>Minimum Years Experience</b>	<b>Minimum Qualifications / Work Experience</b>
Appraiser 3	8	Approved to bid on and complete: a. Level II acquisition problems. b. Before and after acquisitions of vacant land (all types) and single family residential structures with or without damages. c. Acquisitions of non-residential structures where no damages to the remainder are evident.
Appraiser 2	5	Approved to bid on and complete simple acquisition problems where no damages to the remainder are evident, involving vacant land only (all types), site improvements, and acquisitions of single family residential structures.
Graphics Designer	5	Prepares sketches, layout drawings and visual graphics for presentations of master plans and presentations at public meetings with the public and other governmental agencies for projects for parks and recreation.
Office Manager	10	Primary responsibility is to coordinate the administrative aspects of the office and to ensure that the office is working efficiently. Will supervise or direct the work activities of the clerical, secretarial and other related administrative – support positions.
Administrative Assistant, Senior	8	Responsible for document controls, review of invoices for sub-consultants and suppliers and processing and tracking of payments.
Administrative Assistant	5	Supervises administrative services including typing, communication systems, printing services, filing, mailing, purchasing, facilities maintenance and other support services either in whole or in part, depending upon size of project. Establishes systems and procedures for efficient and economical operation of support services.

**\*\*Notes:** Overtime for non-exempt employees must be pre-approved by the City of Atlanta on a task order basis.

### Exhibit A.3

#### Sample Task Order Template - Labor Only

Agreement Number: **FC-7383, Architectural Engineering and Design Services**

Task Order Number: \_\_\_\_\_

Task Order Maximum Payment Amount: \$\_\_\_\_\_

The above referenced Task Order is made and entered into by and between the City of Atlanta, through its Contractual Agreement, hereinafter referred to as the CITY;

AND

\_\_\_\_\_

hereinafter referred to as the CONSULTANT.

This Task Order is made a part of the Professional Services Agreement referenced above between the City and the Consultant, together with all attached exhibits made a part of this Task Order.

The period of performance/delivery date for this Task Order begins as of the Commencement Date, \_\_\_\_\_, and shall be completed by a Completion Date of \_\_\_\_\_, unless a written modification to this Task Order is made by the City.

Task Order Services to be Provided: [insert general description and attach Exhibit "A"]. Consultant shall perform all work related to this task order in accordance with the scope of services, specifications and Consultant's proposal attached and incorporated as Exhibit "A".

Task Order Milestones: \_\_\_\_\_

Additional Task Order Provisions: \_\_\_\_\_

Key Task Order Personnel: Services Coordinator - \_\_\_\_\_, Project Manager - \_\_\_\_\_, Other Key Personnel - \_\_\_\_\_

**Staffing Proposal: [insert all staff by labor categories involved with performing work for Task Order].**

City Project Contact Information

\_\_\_\_\_  
Department of \_\_\_\_\_  
55 Trinity Avenue, SW  
Suite \_\_\_\_\_

Consultant Project Contact Information

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreement Number: **FC-7383, Architectural Engineering and Design Services**

Task Order Number: \_\_\_\_\_

Task Order Consultant: \_\_\_\_\_

**Task Order Template – Labor Only**

Atlanta, GA 30303

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_@atlantaga.gov

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Estimated Labor Hours and Associated Fee due Task by Labor Category:

Task Order Terms for Expenses: \_\_\_\_\_

Estimated MBE/WBE Summary:

MBE/WBE Firms Utilized in Task Order: \_\_\_\_\_

Estimated MBE Percentage: \_\_\_\_\_% Amount: \$\_\_\_\_\_

Estimated WBE Percentage: \_\_\_\_\_% Amount: \$\_\_\_\_\_

Total Estimated MBE/WBE Percentage: \_\_\_\_\_% Amount: \$\_\_\_\_\_

Task Order Billing and Payment Terms: Attached and incorporated as Exhibit "B"

[insert detailed fee schedule by deliverable or milestone or progress payment schedule; any specifications required for invoicing or substantiation or forms should be detailed. See example detailed fee schedule for deliveries].

City Invoicing Contact Information:

\_\_\_\_\_

Department of \_\_\_\_\_

55 Trinity Avenue, SW

Suite \_\_\_\_\_

Atlanta, GA 30303

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_@atlantaga.gov

Consultant Invoicing Contact Information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Attachments: \_\_\_\_\_

Authorized Representatives and Signatures:

City of Atlanta Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Consultant Representative: \_\_\_\_\_

Signature: \_\_\_\_\_



## **EXHIBIT B**

### **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Consultant or Consultant’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Task Order.

“Charges” means the amounts payable by City to Consultant under this Agreement and any applicable Task Order.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Consultant Personnel” means and refers to Consultant employees or subcontractors hired and maintained to perform Services hereunder.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Consultant will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Consultant.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

“Third Party” means a Person other than the Parties.

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Consultant or Consultant Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

**EXHIBIT C**  
**AUTHORIZING LEGISLATION**

[Will Be Included in Final Services Agreement]

**EXHIBIT D**  
**CITY SECURITY POLICIES**

[If applicable, will be provided in an Addendum]

**EXHIBIT E**  
**DISPUTE RESOLUTION PROCEDURES**

If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

## **APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Hubert Owens  
Director  
[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

**July 30, 2014**

**RE: Project No.: FC 7383, Annual Contract for A & E Services**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

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## **CITY OF ATLANTA**

### **EQUAL BUSINESS OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY**

#### **POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

### **Implementation of EBO Policy**

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

### **Determination of Non-discrimination During Bid Process**

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

### **OCC Review of Bidder Submissions**

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

### **Equal Business Opportunity Program Bid/RFP Submittals**

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### **First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling  
Interim Executive Director  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 546-3001**

### **Joint Venture Participation on City of Atlanta EBO Projects**

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

#### **Components of a Joint Venture Agreement**

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

## **Equal Business Opportunity M/FBE Goals for this Project**

**Project No.: FC-7383, Annual Contract for A & E Services**

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement with a certified **MBE or FBE** in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the Annual Contract for A & E Services project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

**18.1% AABE's, APABE's and HABE's**

**and**

**8.3% FBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

### **Equal Business Opportunity Program Reminders**

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.
3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
4. Subcontractor Contact Form. It is required that bidders list and submit information on **all subcontractors** they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.



**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal

## CONTRACTOR CONTACT FORM

List all potential joint venture partners, protégés, subcontractors or suppliers (regardless of ethnicity/gender) that were contacted regarding this project.

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City of Atlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City of Atlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise. APABE - Asian (Pacific Islander) American Business Enterprise

Proponent Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN** **SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar (\$ Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE% \_\_\_\_\_  
Total FBE% \_\_\_\_\_

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise.  
APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: \_\_\_\_\_ Date: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**First Source Job Information**

Company Name: \_\_\_\_\_

FC No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **First Source Jobs Agreement**

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

## **APPENDIX B; INSURANCE AND BONDING REQUIREMENTS**

## **APPENDIX B INSURANCE REQUIREMENTS**

FC-7383 A&E Architectural, Engineering and Design Services

### **A. Preamble**

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.**

#### **1. Evidence of Insurance Required Before Work Begins**

**No work under the agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

#### **2. Minimum Financial Security Requirements**

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.



- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta

coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acor Insurance Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease     **\$500,000 each accident**

Bodily Injury by Accident/Disease     **\$500,000 each employee**

Bodily Injury by Accident/Disease     **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Explosion, Collapse and Underground (XCU) Liability
- ☒ Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$2,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a **three year Extended Reporting Provision**.